

**COLLECTIVE AGREEMENT**

**Between**

**QUEEN'S ASSOCIATION FOR SUPPORTED LIVING  
(hereinafter called the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4963  
(hereinafter called the "Union")**

**EXPIRY DATE: March 31, 2026**

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## **PREAMBLE**

Both Parties recognize that Queen's Association for Supported Living is a society that exists to provide and maintain exceptional vocational and residential services to the people the society supports and their families or friends who contract support arrangements from the society, and more particularly to ensure that all people supported by the society live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively in the community. The Parties agree that the purpose of Queen's Association for Supported Living as a residential and vocational service is to provide quality services which are integrative, individualized, social-role valorizing, respectful of the dignity and rights of the persons supported, and consistent with the principles and philosophy of the society.

The purpose of this Collective Agreement is to establish the terms and conditions of employment as well as provisions for final settlement of differences between the Parties relating to the interpretation, application, or administration of this Collective Agreement. This Agreement supersedes all prior arrangements respecting employment.

## **ARTICLE 1: DEFINITIONS**

1.01 For the purpose of this Agreement:

- (a) "Bargaining Unit" means the unit of Full-Time, Regular Part-Time and Term Employees and Relief Employees to be represented by the Union who work as Residential Counsellors, Program Instructors or Housekeepers but does not include excluded employees.
- (b) "Business Day" means Monday to Friday unless it is a Holiday Day.
- (c) "Collective Agreement" or "Agreement" means this Collective Agreement and the articles and appendices contained herein.
- (d) "Day" means a period of eight (8) hours for the purposes of calculating accumulation of leave benefits. However, where Employees work a shift other than an eight (8) hour shift, the hours depleted in the provision of benefits or as time off will be equivalent to the hours the employee is absent from work. Where applicable, a Regular Part-Time Employee's Day will be prorated to the guaranteed complement hours assigned to the Regular Part-Time Employee.
- (e) "Employer" means the not for profit society incorporated pursuant to the *Societies Act*, R.S.N.S. 1989, c. 435, and operating under the name Queen's Association for Supported Living. The society is operated by a volunteer board of directors. The mailing address is PO Box 520, Milton, Nova Scotia, BOT 1PO.
- (f) "Employee" means a person who is a member of the Bargaining Unit consisting of all Full-Time Employees, Regular Part-Time, Term and Relief Employees of

the Employer working as Residential Counsellors or Program Instructors, but excluding Management, Grant Employees, drivers, Students, administrative assistants and bookkeepers, office personnel, outreach workers, and those persons covered by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*, R.S.N.S. 1989, c.475.

- (g) "Full-Time Employee" means an Employee who is either a Residential Counsellor or Program Instructor who has completed the probationary period and who occupies an ongoing position within the Bargaining Unit and works an average of two thousand eighty (2080) hours annualized inclusive of Vacation Days and Holidays, closures and, in the case of Residential Counsellors, inclusive of Night Sleep Shifts.
- (h) "Grant Employee" means a person who is paid by, and is under the control of, a government-sponsored work program for a fixed term. Grant Employees are excluded from the Bargaining Unit and the provisions of this Collective Agreement do not apply to Grant Employees. If required as part of an application process, the Union will provide the Employer a letter of consent to employ Grant Employees.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Collective Agreement. For greater clarity, Employees who are entitled to be paid for Holidays will be paid for an eight (8) hour Day, or a prorated Day in the event of Regular Part-Time Employees.
- (j) "Management" means those staff delegated by the board to act on its behalf including executive director, director of human resources, residential supervisors, vocational supervisor, finance and site manager.
- (k) "Night Sleep Shift" means the shift between 11:00 p.m. and 7:00 a.m. Employees are paid the greater of eight (8) hours of work at minimum wage for this shift or five (5) hours paid at the hourly rate of pay noted in Schedule B. When Employees are required to be awake to perform active duties, Employees shall be paid their regular rate of pay for all awake hours. In such cases Employees shall receive premiums as applicable to all hours on active duty. The Employer reserves the right to make reasonable inquiries and seek reasonable documentation as to the need for active hours during a night sleep shift.
- (l) "Parties" means the signatories to this Collective Agreement and in particular the Union and the Employer as defined in the Collective Agreement.
- (m) "Probationary Employee" means a person hired on a probationary basis as defined in Article 8 of this Agreement. Probationary Employees are not members of the Bargaining Unit until they have completed probation.
- (n) "Program Instructor" is a classification of Employee who works in the vocational program operated by the Employer.

- (o) "Regular Part-Time Employee" means an Employee who has completed the probationary period and who works less than two thousand eighty (2080) regularly scheduled, guaranteed hours in a year. Regular Part-Time Employees have the same rights and privileges of the Collective Agreement as Regular Full-Time Employees but, on a pro rata basis. Regularly scheduled hours do not include hours worked for relief for such absences as sick time, vacation, extra staffing, or leaves of absence.
- (p) "Relief Employee" means those employees who are neither "Full-time" nor "Regular Part-Time" and who work on an on-call day-to-day basis but who may be scheduled at the discretion of the Employer as required to fill relief hours as they arise for such things as extra staffing, sickness, vacation, holiday, leaves and emergency hours.
- (q) "Residential Counsellor" is a classification of Employees who work in a residential setting operated by the Employer.
- (r) "Seniority" is as defined in Article 23 or Article 8.04 of this Collective Agreement.
- (s) "Service" means the total accumulated months of active work with the Employer and does not include unpaid leaves or periods of disability or lay-off. Service is pro-rated for Regular Part-Time Employees in accordance with active shifts.
- (t) "Student" means a person who is engaged in a recognized work/study program whose course of study requires or permits the Student to participate in study-related work programs with the Employer as an integral part of the certificate, degree or diploma, or a Student working for a summer term. Students are excluded from the Bargaining Unit and the provisions of this Collective Agreement do not apply to Students.
- (u) "Term Employee" means an Employee appointed for a Term Position for a specified job of limited duration not exceeding seventy-seven (77) weeks. Term Employees who are not members of the Bargaining Unit shall only have the wage rate and holiday provisions of this Collective Agreement apply to them and will be eligible for four percent (4%) vacation pay.
- (v) "Term Position" means a position created to fill a temporary need for a specified duration on a term basis for a period of 13 to 77 weeks. This limitation does not apply to positions and/or projects funded by Provincial and/or Federal Government grants. Bargaining Unit Employees are eligible to apply for a Term Position if it is for a period of more than 12 weeks. If an existing Bargaining Unit member is appointed to a Term Position, they shall be entitled to all rights and benefits of the Collective Agreement applicable to the position for the duration of the Term subject to eligibility in accordance with the plan.

- (w) "Union" means the Canadian Union of Public Employees Local 4963.
- (x) "Working Day" means a day on which an Employee is regularly scheduled to work or actually works.
- (y) "Vacation Day" means the complete shift the Employee would otherwise have been scheduled for on the day the Vacation is taken. When an Employee requests a Vacation Day, they shall be off work and receive vacation pay based on the shift they would have been scheduled to work.

1.02 Benefits for Regular Part-Time Employees covered by this Collective Agreement will be limited to those specifically provided to such Regular Part-Time Employees in this Agreement. Where applicable, benefits provided to Regular Part-Time Employees will be pro-rated.

1.03 In this Collective Agreement, reference to the singular includes reference to the plural, and vice versa, unless, in either case, the context requires otherwise.

## **ARTICLE 2: RECOGNITION**

2.01 The Employer recognizes the Union as the bargaining agent for the Bargaining Unit as defined in Labor Relations Board Order No. 6304 dated December 9, 2009, as amended by Labour Relations Board Order No. 2019 NSLB 38 and is agreed to consist of all Full-Time, Regular Part-Time, Relief Employees and Term Employees of the Employer but excluding Management, Grant Employees, drivers, Students, administrative assistants and bookkeepers, office personnel, outreach workers, and those persons covered by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act, R.S.N.S. 1989, c.475*.

2.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which may conflict with the terms of the Collective Agreement.

2.03 The Employer and its designate and any Employee in the Bargaining Unit will provide the President of the Union or their designate with any correspondence with members of the Bargaining Unit or Shop Stewards relevant to the interpretation, administration, or application of this agreement. The Union shall at all times keep the Employer advised of current contact information for the Recording Secretary, designate, CUPE National Representative and Shop Stewards. The Employer shall keep the Union advised of current contact information for the Executive Director or designate. If this information is not provided, the most recent contact information provided to the Employer by the Union and to the Union by the Employer shall be deemed to be correct.

2.04 The Parties hereto agree that in the course of providing vocational instruction to and residential facilities for clients/residents, clients/residents engage in work activities and these activities do not constitute work being performed outside of the Bargaining Unit.

### **ARTICLE 3: MANAGEMENT RIGHTS**

3.01 All statutory and inherent management rights, prerogatives and functions are retained and vested exclusively in the Employer and any matter arising out of those rights, prerogatives and functions which have not been expressly modified or restricted in this Agreement shall not be the subject of collective bargaining. All functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

3.02 Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) hire, classify, promote, demote, transfer, direct, reprimand, suspend, discharge or otherwise discipline Employees;
- (b) determine the work requirements, responsibilities and standards of work to be performed;
- (c) specify qualifications of and assignments for Employees;
- (d) expand, reduce, alter, combine, transfer, assign or terminate any function or service which may be performed by members of the Bargaining Unit;
- (e) determine the size and composition of the workforce according to the needs of the Employer;
- (f) make or amend policies, procedures and practices, provided that such policies, procedures and practices applying to members of the Bargaining Unit are not contrary to the terms of this Agreement; and
- (g) maintain order and efficiency and generally manage the society, direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement;
- (h) close down or relocate the Employer's operations or any part thereof.
- (i) make a determination, in its sole discretion, on the suitability of any Probationary Employee to be confirmed in employment.

- 3.03 The Employer reserves the right to delegate its authority.
- 3.04 The Employer may post updated policies in the workplaces of Employees and Employees shall be deemed to have notice of the rules upon being sent an email notification of new or changed policies by the Employer and attending a shift, where they have been granted the time at work to access the complete document.

The Employer shall add “review of any changes to policies” to its start of shift checklist and will add a standing agenda item with the same title to team meetings.

For this and all purposes of administering the Collective Agreement, Employees shall ensure that the Employer has a current email contact address for them, and the last email address provided by the Employee shall be deemed to be correct.

#### **ARTICLE 4: DISCRIMINATION**

- 4.01 The Employer and Union agree that there shall be no discrimination practiced by them with respect to any Employee by reason of any prohibited grounds of discrimination as outlined in the Nova Scotia *Human Rights Act*, R.S.N.S. 1990 c. 214 as amended, excepting for *bona fide* occupational requirement and *bona fide* pension plans which do not constitute prohibited grounds for discrimination.
- 4.02 To the extent Employees are eligible for spousal benefits; these shall be available to all legal spouses.
- 4.03 The Parties agree that when an Employee seeks an accommodation on the grounds of disability, the Employee has an obligation to provide an objective medical doctor’s opinion of the requirement of the accommodation, the functional limitation and restrictions arising. The opinion shall state the treatment plan in place, and confirmation of whether the Employee is cooperating with and in compliance with the prescribed treatment plan or any medical interventions. The Employee also is obligated to participate in treatment plans to alleviate their restrictions. The Employee shall give the Employer consent to share this information with the Union or the Employee may elect to share this information directly with the Union. Should an Employee work with an accommodation, the accommodation will be reviewed every third month to determine whether the Employer can continue to provide the accommodation without undue hardship, unless reviewed earlier due to new medical evidence.

The selection of the Independent Medical Examiner (IME) for a second opinion if the Employer is not satisfied with the initial doctor’s opinion, shall be by consent where possible, and where consent is not possible, according to the availability of the first qualified and independent healthcare provider who can be retained to examine the Employee. The Employer shall be responsible to pay the reasonable costs of the IME.

In circumstances where a member of the bargaining unit may be unable to perform the

regular duties of their position due to a mental or physical disability or on any other protected grounds as defined in the Nova Scotia *Human Rights Act*, the Employer and the Union, together with the affected Employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The Parties agree to work together to consider how the Employee's disability can best be accommodated without undue hardship.

The Parties agree that they will attempt to accommodate Employees with consideration as follows:

- (a) in their current position;
- (b) in their current classification;
- (c) in another classification with equivalent hours/salary, but for which the Employee possesses the minimum knowledge, skills and abilities as defined in 10.03;
- (d) in another classification which does not have equivalent hours/rate of pay, but for which the Employee possesses the requisite minimum knowledge, skills and abilities.

In considering the feasibility of the options set out in the preceding paragraph, the Parties shall consider such options as the modification of duties, shifts, equipment, and/or the retraining of the Employee.

Any accommodation agreement between the Parties regarding the accommodation of an Employee shall be in writing.

- 4.04 The Employee, if requested to do so by the Employer, will attend an IME. In the event of an independent medical exam, the Parties will attempt to agree on the examiner if possible. Where the Parties do not agree the first qualified and independent healthcare provider available to examine the Employee shall be retained.
- 4.05 The Parties agree that, in circumstances of an Employee's request for accommodation, the three Parties, consisting of the Employer, the Union and the Employee, are obliged to cooperate throughout the processes required in determining if accommodation is required and finding an accommodation. If undue hardship is reached, the process may be terminated with respect to the Employee. The Parties further agree there is not an exhaustive list of what circumstances may constitute undue hardship, although they agree that the Employee's failure to cooperate with a reasonable accommodation is deemed to be an undue hardship.
- 4.06 The Employer and the Union agree to cooperate in encouraging Employees afflicted with alcohol or drug dependency or gambling addiction to obtain a program directed to the objective of their rehabilitation. Should the Employee refuse to take an assessment or prescribed treatment or rehabilitation program the Employer may discipline or discharge the Employee.

4.07 The following absences are recorded but do not count for the purposes of an Employee being placed on or progressing through the steps of the Employer's Attendance Awareness Program Management, subject to the Employee providing documentation satisfactory to

the Employer of their chronic condition, ongoing course of treatment, catastrophic event, surgical interventions or confirmed communicable disease. Protected leaves under the *Labour Standards Code* and Union Leaves will also be recorded but not counted.

- Medically established chronic condition;
- An on-going course of treatment
- A catastrophic event
- An absence for which workers' compensation board benefits are payable
- Medically necessary surgical interventions or
- Days where the Employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms), but is required to be absent under a Public Health Authority Protocol.

#### **ARTICLE 5: STRIKES & LOCKOUTS**

5.01 During the life of this Collective Agreement, and pursuant to the *Trade Union Act*, there shall be no interruption of work and no Employee(s) shall strike and the Employer shall not lockout Employees.

5.02 The words "strike" and "lockout" shall be defined in this provision as they are defined by and for the purposes of the *Trade Union Act* of Nova Scotia.

#### **ARTICLE 6: UNION CHECKOFF**

6.01 After the completion of the probationary period, each Employee in the Bargaining Unit shall pay the equivalent of union dues to the Union. The Employer will deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees in the Bargaining Unit. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.

6.02 The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.

6.03 The Employer shall provide the Union with each Employee's name, date of hire and date of first deduction within thirty (30) calendar days of hiring into the Bargaining Unit.

- 6.04 The Employer shall send the amounts deducted under Article 6.01 to the national secretary- treasurer of the Union c/o 1375 St. Laurent, Ottawa, Ontario K1G 0Z7 by one (1) monthly cheque not later than the fifteenth (15<sup>th</sup>) 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.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer or arising from the administration of this Article.
- 6.06 The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) The name of each Employee;
  - (b) The mailing address and telephone number (if listed) of each Employee;
  - (c) The personal email address of each Employee; and
  - (d) The employee's employment status (such as full-time, part-time, term or relief) and if the employee is on a leave of absence, the nature of the leave.

To ensure accurate information, all Employees shall, annually and no later than March 31<sup>st</sup> of each year, confirm their current mailing address, telephone number(s) and email address(es). If this information changes throughout the year, the Employee shall advise the Employer in writing as soon as possible. The Employer shall not be responsible for the accuracy of the information provided.

## **ARTICLE 7: UNION ACTIVITY**

- 7.01 The Union shall notify the Employer of the names of Employees of the Employer who act as Union representatives annually or as changes occur.
- 7.02 Local Union stewards may be entitled to leave their work without loss of pay during working hours with approval of their supervisor and in order to attend a discipline meeting with the Employee and Employer who will be subject to written warning or greater discipline. Client care is paramount and cannot be compromised by the performance of these duties. Permission to leave work during working hours for such purposes shall be first obtained from the supervisor or executive director or administrator and granted if it does not conflict with their duties to the Employer. A steward will report to their supervisor prior to resuming duties.
- 7.03 The Union agrees to keep the Employer informed of its current list of shop stewards and business representatives and shall within fifteen (15) calendar days of any change deliver the names, addresses and telephone numbers to the Employer.

7.04 The business representative of the Union shall have access to the Employer's head office premises to discuss Union business with the Employer and/or Employees with the consent of the Employer, but in no case shall their visit interfere with the progress of the work. No Union business will be conducted in the residential settings.

7.05 A Union steward shall be given an opportunity to meet with each new employee who may, at the successful completion of his or her probationary period become a member of the Bargaining Unit, upon the employee's hiring, within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at some time during the period of the employee's probation, for the purpose of acquainting the new employee with the future benefits and duties of Union membership.

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative by email, as designated by the Union.

7.06 A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the committee. The Union agrees to make its best efforts to elect or appoint no more than one (1) person from a given residence and make its best efforts to amend its bylaws to ensure this is the case for all future bargaining.

#### **Leave for Union Functions**

7.07 Upon written request, an Employee elected or appointed to represent the Union at conventions, or to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated shall be eligible for an unpaid leave of absence without loss of benefits under Article 24. Such leave will not be unreasonably denied.

The Employer agrees to maintain regular wages for those employees granted such unpaid leave of absence and shall invoice the union on the approved form for the employee's regular rate of pay and benefits and any mandatory deductions. The Union will provide reimbursement to the Employer within two (2) weeks, but no greater than thirty (30) days.

### **ARTICLE 8: PROBATIONARY PERIOD**

8.01 Newly hired employees may become members of the Bargaining Unit upon successful completion of the probationary period. All employees shall serve a probationary period of one thousand forty (1040) hours within nine (9) months for Full-Time, Regular Part-time Employees and Relief Employees. However, Relief Employees who are registered as students will be allowed up to twelve (12) months to complete their probation. Unless the Employer agrees, all Employees must complete their Probationary Period prior to changing classifications. An Employee shall only be required to serve one probationary period within the Bargaining Unit. However, the Employee shall be subject to a trial period as referred to in Article 10.10 if the Employee changes classifications.

- 8.02 (a) The Employer may, before the expiration of the Probationary Employee's initial period of appointment on a probationary basis, extend the appointment for a period not to exceed a further three (3) months.
- (b) When a Probationary Employee's probationary period is to be extended as provided in Article 8.02 (a), the Employer shall notify the Probationary Employee prior to the expiry of the probationary period setting out the reasons for the extension.
- 8.03 Employees may be terminated, at the sole discretion of the Employer, during or at the completion of the probationary period or any extension thereof. The Employer shall determine the suitability of a Probationary Employee. Notwithstanding that Probationary Employees are not members of the Bargaining Unit, a challenge may be asserted in the same manner as a grievance which may be filed only to the level of Step 2 as outlined in Article 21 and not taken to arbitration. This clause is not intended to restrict a Probationary Employee's right to seek redress for an alleged violation of his or her human rights with respect to a termination.
- 8.04 The Employer shall, after an Employee's successful completion of the probationary period, confirm employment on an ongoing regular full-time, or regular part-time or relief basis and Seniority for Full-Time and Regular Part-Time Employees shall be effective from such Employee's date of hire in the Bargaining Unit as a Residential Counsellor or Program Instructor.

Relief Employees shall accrue Seniority based on the hours worked. Upon becoming Regular Full-Time or Part-Time Employees, hours worked will be converted to permanent Seniority from the date of hire by dividing hours worked by two thousand eighty (2080) hours, being equal to one-year (forty (40) hours/week x fifty-two (52) weeks).

## **ARTICLE 9: DISCIPLINE & DISCHARGE**

- 9.01 An Employee who has successfully completed the probationary period may be disciplined or discharged for just cause.
- 9.02 The Employer shall be deemed to have just cause to discharge an Employee on the following instances of Employee conduct:
- (a) falsification, misrepresentation or any other form of dishonesty as to the Employee's credentials or any other part of an application for employment with the Employer or of any reporting required by the Employer with respect to client care;
  - (b) theft of property from a client, co-worker, or the Employer;
  - (c) resident or vocational client abuse or neglect;

- (d) breach of confidentiality regarding employees, clients, client's family members or family circumstances, or the Employer;
- (e) the use, transfer, possession or working under the influence of alcohol, drugs, narcotics, cannabis or illegal substances while on the job, on property or any external worksite.

- 9.03 The Employer has cause for dismissal for violation of 9.02(e), however, at its sole discretion, the Employer may elect, prior to termination, to send the Employee for an assessment for an addiction by a recognized expert and may require the employee to provide evidence that they have followed any treatment or rehabilitation program proposed. Should the Employee refuse to take an assessment or, if prescribed, a treatment or rehabilitation program, the Employer may discipline or discharge the Employee.
- 9.04 Specifying the instances of conduct above does not preclude the Employer from disciplining or discharging an Employee in other cases where just cause exists.
- 9.05 An arbitration board or arbitrator shall not have the authority to substitute a lesser penalty for termination, for founded allegations outlined in Article 9.02.
- 9.06 The Employer will give notification, in writing, to the Union and the Employee, within ten (10) Business Days where operationally feasible, that the Employee is suspended without pay or discharged.
- 9.07 Where an Employee alleges that they have been suspended without pay for more than one (1) shift or discharged contrary to Article 9, they may lodge a grievance at the second stage of the grievance procedure.
- 9.08 Where the Employer schedules a meeting to discipline or discharge an Employee, the Employee shall have a shop steward present or member of the Union Executive. Employees are required to accept whatever steward/executive member is available, as directed by the Local President. The Employer will endeavor to notify the Local President immediately upon becoming aware of the need to schedule a discipline or discharge meeting.

A Bargaining Unit member may decline Union representation provided they sign any forms required by the Union to confirm that representation has been declined.

The Employer shall within seven (7) calendar days after such meeting send written particulars of the meeting to the Union and a copy to the employee. The Union shall have the right to consult with a CUPE National Representative and have them present at any disciplinary meeting involving suspensions and terminations. The employer will be advised in advance of attendance. The lack of availability of a CUPE National Representative for consultation and attendance within twenty-four (24) hours shall not be a reason for a meeting not proceeding.

## **ARTICLE 10: JOB POSTING**

- 10.01 When a new position, permanent vacancy or term position greater than three (3) months is identified by the Employer within the Bargaining Unit, and the Employer determines that a position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or vacancy for seven (7) calendar days at all Employer work sites.
- 10.02 Current bargaining unit Employees shall be assessed prior to any external or non-bargaining unit applicants are reviewed or considered.
- 10.03 On job postings, all applicants will be assessed on the basis of their related experience, skills, ability, suitability, client compatibility and qualifications. It is agreed that if the top two (2) applicants in a competition are Bargaining Unit Employees and are relatively equal, as determined by the Employer, in experience, skills, ability and required qualifications, preference shall be given to the senior member of the Bargaining Unit. It is agreed that an Employee who applies for a new position must be capable of starting work on the commencement date of the new position.

"Ability" means, with respect to being able to carry out the work of a particular position, meeting the reasonable standards for the work as established by the Employer, including Resident/client compatibility and the ability to cooperate with other employees, and holding the necessary skills and qualifications for the position as determined by the Employer.

- 10.04 **Employees Appointed Outside the Bargaining Unit**
- (a) An Employee that applies for and receives a position (or is appointed to a position by consent) outside the Bargaining Unit, shall serve a trial period of six months (which may be extended by mutual agreement to a maximum of 12 months). During the trial period the Employee shall accumulate and maintain seniority and their Bargaining Unit position will be held and the position shall not require posting until the trial period has been successfully completed and the Employer determines that a vacancy exists.
- (b) If the Employer determines the successful applicant to be unsatisfactory in the performance of the duties of the new position, or if the Employee chooses to return to their former position during the trial period, then the Employee shall be returned to their former position and wage without loss of Seniority.
- 10.05 An Employee temporarily appointed, promoted or transferred to a position not covered by this Collective Agreement shall retain and accumulate Seniority during the period of promotion or transfer up to a maximum of twelve (12) months unless otherwise agreed in the event they return to the Bargaining Unit, and shall continue to pay all Union deductions during the period of promotion or transfer unless the appointment is declared permanent, and shall remain in the benefit and pension plans (if eligible) that apply to Bargaining Unit Employees and shall be subject to and have the benefit of layoff and bumping provisions, but otherwise, the terms and conditions

of work for non-Bargaining Unit positions apply. At the end of the appointment, the Employee shall be returned to their former position with no loss of Seniority or benefits, and at the then-current wage for the Employee's job classification.

- 10.06 The posting provisions of the Collective Agreement do not apply to positions outside of the Bargaining Unit.
- 10.07 In the event an Employee has access to confidential information relating to the Employer, its staff, clients/residents or labour relations as a result of being in a temporary or former non-Bargaining Unit position, the Employee will not disclose this information to any employee or third party upon leaving the non-Bargaining Unit position.
- 10.08 In the event that two (2) Bargaining Unit Employees are the top-ranking candidates for a position, and the senior applicant is not the successful applicant, they may request written reasons about their placement in the competition.
- 10.09 Subject to human rights considerations, job postings may state a preference of gender for the purposes of personal care and role modelling for clients/residents. Postings can include, but are not limited to, duties and responsibilities; classification, qualifications, education, experience, wages, and nature of the position. The Employer may also identify if the position is a regular Full-Time or Regular Part-Time position.
- 10.10 If the successful applicant in a Bargaining Unit posting competition is a Bargaining Unit Employee, the Employee shall serve a trial period of three (3) months or 520 hours, whichever is greater, within the same classification and six (6) months or 1040 hours, whichever is greater, in a new classification. During the trial period, the Employee shall receive reasonably required or reasonably supportive training for the position, understanding that the Employee shall have the requisite skills, abilities and qualifications to be appointed to a Bargaining Unit Position. Conditional on satisfactory performance in the new position, the Employee shall be declared permanent after the successful completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable to perform the duties of the new job classification or if the Employee wishes to return to their former position, they shall be returned to their former position, wage or salary rate. In the event another Bargaining Unit Employee was promoted or transferred because of the rearrangement of positions, they shall also be returned to their former position, wage or salary rate.
- 10.11 The Employer may at its discretion and with the Employee's consent, except for short term emergency situations, appoint an Employee to a non-Bargaining Unit position ("an Acting Position"). The Employer may also hire a Bargaining Unit Employee to a non-Bargaining Unit position for a period of time not to exceed twelve (12) months unless otherwise agreed by the Union. At the end of the Acting Position, or the period of time required, the Employee shall be returned to their former position with no loss of Seniority and the then-current wage for the Employee's job classification. This job posting Article does not apply to non-Bargaining-Unit positions.

## **LAY OFF AND RESIGNATION**

- 10.12 If an Employee desires to terminate her/his employment, they shall forward a letter of resignation to the executive director or administrator not less than two (2) weeks prior to the effective date of termination. The executive director or administrator may accept a shorter period of notice. Sick leave cannot be used to bridge the notice period, and the Employer may deny sick leave requests during the notice period if it is concerned about the validity of the request for leave. Vacation and time in lieu may be used in this time frame if approved.
- 10.13 If the Employee owes any monies to the Employer at the time of resignation or termination of employment, these monies will be deducted from the Employee's final pay. If sufficient monies are not available for offset, the Employee will make alternate arrangements to compensate the Employer.
- 10.14 Both Parties recognize that job security shall increase in proportion to the length of Service that the Employee has with the Employer. Therefore, in the event of a layoff, Employees shall be laid off in reverse order of Seniority within their job classification.
- 10.15 No new Employees in specific classifications shall be hired until those Employees who have been laid off in the same classification and who have the requisite skill, ability, and qualifications as determined by the Employer are given an opportunity of recall. Layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.
- 10.16 An Employee who is employed with another employer at the time of recall shall give the Employer notice of their intention to return to work and shall return to the services of this Employer within ten (10) Business Days of notice of recall, unless a request for additional time is made in writing and supported by reasons. A request for additional time will not unreasonably be denied. If the Employee fails to return at the agreed time and date, their name will be struck from the Seniority list and they shall no longer be eligible for recall.
- 10.17 If an Employee refuses recall, or fails to return within ten (10) Business Days of notice, their name will be struck from the Seniority list and they shall no longer be eligible for recall.
- 10.18 An Employee on layoff shall be responsible for providing the Employer with their most recent address, telephone number and email address if available. Communication by the Employer to the contact information on file shall be deemed notice to the Employee of recall. Failure to provide current contact information shall forfeit an Employee's eligibility for recall.

## **ARTICLE 11: HOURS OF WORK**

- 11.01 The normal hours of work for Full-Time Employees shall be an average of two thousand and eighty (2,080) hours per year, inclusive of vacations, closures, paid Holidays, and Night Sleep Shifts.
- 11.02 The normal hours of work for Regular Part-Time and Relief Employees shall be fewer than two thousand and eighty (2,080) regularly scheduled hours per year and as defined in this Agreement. Relief Employees shall sign a "Relief Employee Availability Agreement" as attached as Appendix "A". Relief Employees who wish to change their availability may, no more than two (2) times in a twelve (12) month period, apply in writing to the employer for approval. The Employer shall not unreasonably deny its approval.
- 11.03 Subject to changes made for operational necessity, Full-time and Regular Part-Time Employees shall have a rotating work schedule. The Employer shall post the four (4) week shift schedule two (2) weeks in advance (the "Posted Schedule") for Relief Employees and the Posted Schedule shall include the schedule for the Full-Time and Regular Part-Time Employees with any changes made for operational necessity.
- 11.04 Changes to the work schedule after posting may only be made in cases of operational necessity. Depending upon their preferred method of communication, affected Employees shall be notified by email or text of any change in the Posted Schedule. A change in shift is deemed to have occurred when either the scheduled start time and/or end time for a scheduled shift is/are changed, or the calendar date of the shift is changed. The requirements for an Employee to remain at work in the case of emergencies or inclement weather do not constitute shift changes under this Article.
- 11.05 Employees may exchange shifts provided that:
- (a) twenty-four (24) hours (or seventy-two (72) hours' notice for a weekend) is provided to the Employer and the Employer authorizes the shift exchange. At the sole discretion of the supervisor, shorter notice may be accepted;
  - (b) there is no increased cost to the Employer;
  - (c) the shift exchange is for the same number of hours; and
  - (d) the shift exchange is in the current or following pay period by consent.

Approval of a shift exchange shall not be unreasonably denied.

- 11.06 The shift change report in a residential home occurs ten (10) minutes prior to a shift and is mandatory and without pay.
- 11.07 Staff and program meetings are mandatory for Employees not regularly scheduled to work and where an Employee attends outside their scheduled hours, notwithstanding any other provision of this Agreement, they will be compensated with straight time or time off in lieu for time of attendance. However, Employees shall be exempt from attending staff meetings that occur within eight (8) hours after an awake overnight shift. The

Employer may at its discretion provide a virtual option for attending Mandatory Staff and Program meetings for staff not currently on shift. However, if virtual, the Employee must keep their camera on, be in a quiet and private environment and be prepared to fully participate in the meeting.

- 11.08 It is the sole responsibility of the Employer to schedule the shifts and hours of work of Employees as long as it does not contravene the express requirements of this Agreement.
- 11.09 Program Instructors are required to work during the lunch hour and in exchange will be given one (1) ninety (90) minute lunch break off-site one (1) day per week for every four (4) lunch hours worked. Residential counsellors are required to work through meals. Residential counsellors must eat with residents from prepared groceries. If they have been granted prior authorization to consume their own food due to dietary restrictions, they may do so, but must eat with the residents.
- 11.10 A Residential Counsellor who works a Night Sleep Shift will receive five (5) hours of pay at the rate of pay noted in Schedule B or eight (8) hours at minimum wage, whichever is greater.
- 11.11 No Residential Counsellor is guaranteed to be scheduled to work exclusively at a specific residential location or to be hired to work exclusively at a specific residential location.
- 11.12 The Employer will attempt to schedule so that Full-Time and Regular Part-Time Employees employed in the residential homes have every second (2nd) weekend off. When a weekend off is scheduled, a weekend shall constitute of a fifty-six (56) hour period beginning 11:00 p.m. Friday evening and until 7:00 a.m. Monday morning.

## **ARTICLE 12: OVERTIME**

- 12.01 "Overtime" is defined as time worked by an Employee with the prior authorization of the Employer in excess of forty-eight (48) hours per week, or ninety-six (96) hours in a two (2) week rotation.
- 12.02 Compensation rates for Employees for additional and Overtime hours shall be:
  - (a) Straight time at the Employee's regular rate of pay for hours up to forty-eight (48) hours per week (total of scheduled hours and additional hours up to forty-eight (48) hours).
  - (b) Time and one-half (1.5) the regular rate of pay for hours worked in excess of forty-eight (48) hours per week (Overtime hours).
  - (c) Overtime will not start to accumulate until forty-eight (48) hours have been worked within the classification the Employee works; there shall be no crossover

of shifts between classifications, unless there are exceptional circumstances and the Employer authorizes the same.

- (d) Employees who are available to be called in to work (unless no one else is available to work) are not eligible for extra shifts if taking the shifts puts them in an Overtime position. The Employee is obligated to disclose if they are ineligible for a shift, and failure to do so will result in Overtime pay being forfeited.

12.03 Compensation for Overtime for Full-Time Employees may be in the form of time off, as mutually agreed between the Employee and Employer or the Employee may elect Overtime pay as stipulated in Article 12.02.

12.04 When time off with pay in lieu of Overtime has not been granted or taken within one hundred eighty (180) calendar days of the Overtime being worked, the Overtime shall be scheduled at a mutually agreeable time or paid out by the Employer. Should Employees be unable to use time off in lieu because of operational circumstances, they may be granted an additional time period in which to take it.

12.05 An Employee must meet the Overtime threshold of forty-eight (48) hours and be pre-approved to work at least fifteen (15) minutes beyond their normal shift before being eligible for Overtime compensation.

12.06 Actual time at team meetings and staff training is considered as time worked and will not be eligible for the payment of Overtime unless the combination of time worked, training and team meetings exceeds forty-eight (48) hours in a week or ninety-six (96) hours in a two (2) week period. Where scheduled training ends early and it is operationally required, Employees may be requested to return to work and be paid for the balance of their shifts or use vacation or time for time if they do not return to work.

12.07 Overtime will not be paid where the Employee creates the opportunity to be in an Overtime position by virtue of shift trade, inclement weather or other circumstance without prior approval.

12.08 All Overtime must receive prior authorization.

## **ARTICLE 13: TRANSPORTATION**

13.01 Employees who are residential counsellors who accompany residents to out of town appointments will be compensated for salary and approved expenses in accordance with the Collective Agreement.

13.02 Private automobiles used for Employer business must have a valid registration and safety certificate. Employees must also have a valid driver's license. Such vehicles must be covered by the greater of two million dollars (\$2,000,000) of liability insurance which permits business use or the insurance industry standard for coverage permitting

business use. Employees who transport clients/residents must have approval to do so from their insurer. Proof of insurance coverage must be provided annually to the Employer and the Employee is deemed to represent that the required coverage is in place.

- 13.03 The Employee indemnifies the Employer in the event of misrepresentation, or in the event of gross negligence in the operation of the motor vehicle.
- 13.04 Employees are not obligated to use personal vehicles as a condition of employment.
- 13.05 a) Employees who are required to use their personal vehicles during work hours for work related issues will be paid a kilometer rate of forty-four (\$0.44) cents or the provincial rate, whichever is greater.
- b) Employees who work in vocational programs, who are required to use their personal truck and/or trailer, shall be paid fifty-five cents (\$0.55) per kilometer or the provincial rate, whichever is greater for the required distance.

#### **ARTICLE 14: PAY PROVISIONS**

##### **14.01 Payment of Wages**

The Employer shall deposit the salaries or wages of an Employee to a financial institution of the Employee's choice. On each pay day, each Employee shall be provided with an itemized statement of salary/wages, Overtime, and other supplementary pay including vacation and deductions. Should the pay day fall on Christmas Day or New Year's Day, Employees shall be paid the day before so long as the Employer processes its own payroll. Employees must ensure they have a bank account for purposes of direct deposit.

##### **14.02 Shortfall in Pay Cheque**

If an Employee has a shortfall on their pay cheque of more than eight (8) hours' pay, the Employer shall provide the money no later than the end of the third (3<sup>rd</sup>) banking day after the shortfall.

##### **14.03 Error in Payment of Wages**

If the Employee receives an overpayment in salary/wages or error in deductions of more than eight (8) hours' pay, the Employer shall permit the Employee to pay back the amount in reasonable increments. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one (1) instalment.

## ARTICLE 15: VACATION

- 15.01 The vacation year shall be April 1 to March 31 inclusive.
- 15.02 A Vacation Day begins at the start of the scheduled shift on the date the vacation was requested and ends at the conclusion of that scheduled shift.
- 15.03 Probationary Employees may not take vacation until after the completion of probation.
- 15.04 Full-Time Employees and Regular Part-Time Employees who work at least fifty percent (50%) of full-time hours accumulate vacation time in accordance with the following provisions. Regular Part-Time Employees who work fifty percent (50%) of full-time hours shall have pro-rated vacation entitlement.
- (a) In the first calendar year of employment, the Employee shall earn six and six-tenths (6.6) hours of vacation with pay for every one hundred seventy three (173) hours worked that are regularly scheduled hours.
  - (b) Employees with more than one (1) year of Service and up to but not more than five (5) years of Service shall earn ten (10) hours of vacation with pay for every one hundred seventy three (173) hours worked that are regularly scheduled hours.
  - (c) Employees with more than five (5) years of Service and up to but not more than ten (10) years of Service shall earn thirteen point three (13 .3) hours of vacation with pay for every one hundred seventy three (173) hours worked that are regularly scheduled hours.
  - (d) Employees with more than ten (10) years of Service shall earn sixteen and six tenths (16.6) hours of vacation with pay for every one hundred seventy three (173) hours worked that are regularly scheduled hours.
  - (e) Employees with more than twenty (20) years of Service shall earn nineteen and nine tenths (19.9) hours of vacation with pay for every one hundred seventy three (173) hours worked that are regularly scheduled hours.
- 15.05 Regular Part-Time Employees (of less than fifty percent (50%)) and Relief Employees shall receive an annual vacation in accordance with the following:
- (a) In the first calendar year of employment and continuing up to and including eight (8) years, the Regular Part-Time Employee or Relief Employee shall be entitled to four percent (4%) of the hours paid at straight time with pay; further increases would be in accordance with the *Labour Standards Code*, R.S.N.S. 1989, c. 246.
  - (b) A Regular Part-Time Employee (less than fifty percent (50%)) or Relief Employee with more than eight (8) years of Service shall be entitled to six percent (6%) of the hours paid at straight time with pay; further increases would be in accordance with the *Labour Standards Code*.

- (c) By February 15<sup>th</sup> of each year, the Employer will inform Employees of the amount of vacation each has earned current to January.

15.06 The granting of vacation preference shall be based on Seniority. Annual vacation shall not be taken except with the prior approval of the Employer. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the Employee.

15.07 (a) Operational requirements and the needs of the clients/residents will be the paramount consideration in the scheduling of vacation.

(b) Full-time and Part-time Regular Employees must submit their vacation leave requests in writing. The request must be submitted no later than 4:00 pm on the last Friday before March 1<sup>st</sup> in order for Seniority to be considered and thereafter Seniority will not be considered in approving vacation leave requests. All awarded and unawarded vacation weeks shall be posted within two (2) weeks of the submission deadline. Regular Part-Time, in order of Seniority, will then have the opportunity to fill in, in full or in part, for the vacation of a Full-Time and/or Regular Part-Time Employee as appropriate. The Employer will then schedule Relief Employees to fill the remaining shifts. No Part-Time or Relief Employees may be scheduled for more than forty-eight (48) hours per week while covering an absence for vacation.

(c) Vacation leave shall not be taken in advance of accumulation, and in any case, shall not be taken except with the prior approval of the Employer. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the Employee.

(d) Should a Full-Time or Regular Part-Time Employee wish to change their vacation following publication of the vacation award, they must do so in writing/email no fewer than fourteen (14) business days (which period may be shortened at the Employer's discretion) prior to the beginning of the requested vacation. The Employee may then select vacation from any remaining unawarded weeks. Such requests must occur one (1) week prior to the newly selected week(s). Awarding of alternate vacation requests is not guaranteed.

(e) A Full-Time or Regular Part-Time Employee, upon their separation from the Employer, shall be compensated for vacation leave which they have not taken but is entitled to take.

(f) A Full-Time or Regular Part-Time Employee, upon their separation from the Employer, shall compensate the Employer for vacation leave which was taken in advance of earning the leave.

(f) Vacation leave does not accumulate while an Employee is on an unpaid leave or not in active Service with the Employer.

- (h) Vocational Camping Trip: The Parties agree that an annual camping trip may be beneficial to clients/residents. In the event of a camping trip, for the week that the camping trip occurs, Monday is a regular working day. For Program Instructors who go on the camping trip (Tuesday to Thursday morning), the remainder of Thursday and Friday after the trip is paid time off in lieu of the time worked during the camping trip. Program instructors who do not go on the camping trip will be placed on vacation for Tuesday to Friday of the week when the trip occurs. Any remaining vacation entitlement will be scheduled pursuant to this Article. Vocational instructors who attend the camping trip will also be granted an additional two (2) days of time to be used during the Christmas break from December 24 to January 2.
- (i) In the event residents are absent from the home, the Employer may cancel shifts and find alternative work for Employees who were already scheduled to work where operationally feasible. The Employer may give the Regular Full-Time Employee(s) affected, the option of using vacation or lieu time if available or taking the day without pay to make up the shift so as to incur no loss of pay at the Employee's discretion. Where Relief Employees have been scheduled and Notice of Closure is given less than forty-eight (48) hours before reporting to work, the Relief Employee will be paid a minimum of three (3) hours of pay.
- (j) In the event of Penny Lane closure, Employees will be required to use vacation during these closures unless otherwise agreed.
- (k) Vacation requests for either Christmas Day or New Year's Day pursuant to Article 16.04 (c) shall be granted based on Seniority.
- (l) Where an Employee can establish that the Employee's illness or accident required hospitalization during the Employee's scheduled vacation, sick leave may be substituted for the vacation days interrupted while the Employee is hospitalized. Vacation time off shall be rescheduled. The Employee must be otherwise entitled to sick leave to exercise this option.

15.08 An Employee shall be permitted to carry over forty (40) hours of accumulated vacation time to the next vacation year with approval by the Employer. In cases of approved leaves of absence inclusive of parental leave, the cap can be exceeded.

## **ARTICLE 16: HOLIDAYS**

16.01 In order to qualify for any of the Holidays listed, an Employee must have worked on the last scheduled workday prior to, and on the first scheduled workday following the Holiday, unless the Employee is on approved leave which is reported to, verified and authorized by and compensated for by the Employer. Employees also must be entitled to receive pay for fifteen (15) of the thirty (30) days prior to the Holiday. The following shall be paid Holidays for Employees:

1. New Year's Day
2. Heritage Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Truth and Reconciliation Day
11. Remembrance Day
12. Christmas Day
13. Boxing day

and shall include any other day declared or proclaimed as a Holiday by the Provincial Government.

- 16.02 (a) When the Holidays listed in Article 16.01 fall on a Full-Time Employee's scheduled day off, the Employee shall receive another Day off with pay at a time that is normally agreed to by the Employer. When the calendar date of a designated holiday falls within a period of paid vacation, the holiday shall not count as a vacation day.
- (b) The Employer will make every reasonable effort to schedule the banked holiday on the date requested provided the number of requests for that day can reasonably be accommodated. If the employer is unable to grant the request to do so, the Employee must promptly request a new date for the holiday no later than three (3) days after the denial of the initial request.
- (c) Subject to subparagraph (b) above, an Employee who has more than 80 holiday hours banked and not scheduled as of March 1, shall be paid out the unscheduled hours exceeding 80 by March 31st. However, if the Employer has been unable to grant the Employee's request(s) to schedule the banked holiday per articles 16.02(a) and (b), and 16.03(a),, the Employee will be entitled to carry over the additional hours that had been denied provided the additional hours are used within six (6) months of March 31st. To be eligible for the additional carry-over, the request must be submitted with at least four weeks' notice. *Notwithstanding this Article, Employees with time banks in excess of 80 hours at the date of ratification will have until March 1, 2026 to reduce their excess banked hours to 80 hours.*
- (d) An Employee may make a request to the Executive Director for a payout of their banked holiday hours. Such requests will not be unreasonably denied provided the Employee's request is made at a time that the Employer is able to have the request processed without undue hardship.

- 16.03 (a) When an Employee except a Relief Employee works on a Holiday as listed in Article 16.01, the Employee shall be paid for all hours worked at a rate of time and one half (1.5x) their regular rate of pay. The Employee will also be entitled to receive another Day off with pay at a time that is mutually agreed with the Employer or choose to be paid the applicable hours of holiday pay.
- (b) On days identified in the *Nova Scotia Labour Standards Code* as Statutory Holidays, Relief Employees shall be compensated at the rate of double time and one half (2.5x) for all hours worked and time and one half (1.5x) the regular rate of pay for all time worked on the other days listed in 16.01.
- 16.04 Where operational requirements permit, Full-Time and Regular Part-Time Employees may receive either Christmas Day or New Year's Day off, on a rotating basis. Requests for these days off will be on the basis of Seniority.
- 16.05 Temporary Holiday Closure. If residents leave the residential home during Holidays, Employees will be required to use their Holiday and/or vacation credits at that time. During a temporary closure for this reason, earned Holiday or vacation credits may be used or time off without pay will be granted.

#### **ARTICLE 17: SICK LEAVE**

- 17.01 "Illness" means the period of time an Employee is absent from work because they are unable to fulfill work obligations by virtue of being sick or disabled, confined by a doctor's order, or under treatment of a physician, or medical professional or because of an accident for which workers' compensation is not payable.
- 17.02 In the event of illness, Employees are obliged to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable inquiries to confirm that the Employee is sick and that they are complying with reasonable treatment plans to support her/his earliest possible return to work.
- 17.03 The Union recognizes that the Employer may require the Employee to attend an independent medical examiner to determine fitness to work or assessment of accommodation requests.
- 17.04 Where, pursuant to this Collective Agreement, the Employer requires an Employee to submit to an independent medical examination, the Employer shall be responsible for paying these costs. The selection of the IME shall be by consent where possible, and where consent is not possible, according to the availability of the first qualified and independent healthcare provider to examine the Employee.

- 17.05 An Employee may be required to produce a certificate at the expense of the Employee from a physician for any period of absence due to illness of five (5) days or where the Employee has already had two absences of five or fewer days in the prior 12 month period. If a certificate is not produced, as requested by the Employer, the Employee shall be ineligible to receive pay for the time absent from work, even when sick leave accumulation is available.
- 17.06 While on an approved leave of absence without pay (including disability and pregnancy) there is no accumulation of any benefits under the contract (special leave, Holidays, vacations, etc.).
- 17.07 Sick leave cannot be for used for accepted relief shifts which are subsequently turned down due to illness by Employees eligible for sick leave.
- 17.08 (a) **Earning Sick Leave:**  
Full-Time Employees, after they have completed their probationary period, may start to accumulate sick leave credits at the rate of twelve (12) hours for every one hundred seventy- three (173) scheduled hours worked (credited as five (5) hours for Night Sleep Shifts), to a maximum accumulation of one hundred forty-four (144) hours. Full-Time Employees are not eligible to accumulate sick leave for shifts worked that are not regularly scheduled. Regular Part-Time Employees who work at least seventy-five percent (75%) of full-time hours, after they have completed their probationary period, may start to accumulate sick leave credits on a pro-rated basis. Regular Part-Time Employees are not eligible to accumulate sick leave for shifts worked that are not regularly scheduled.
- (b) **Reporting Absence due to Sickness:**  
In any case of absence of a Residential Employee due to sickness, the absence shall be reported by calling their workplace. Vocational Instructors shall report an absence due to sickness by texting their Manager.
- (c) Sick time will be deducted hour for hour used.
- (d) Employees do not earn sick leave credits while on unpaid leaves of absence or while not in active Service with the Employer.
- (e) If an Employee is off on an approved sick leave and a bereavement occurs as per Article 18.05, bereavement leave will be substituted for sick hours.
- 17.09 (a) **Leave for Family Illness:**  
Employees shall be entitled to leave of absence from all or part of scheduled shifts without loss of regular pay for up to twenty- four (24) hours per calendar year, pro-rated for Regular Part-Time Employees who work at least seventy-five percent (75%) of the hours of a full-time position, taken from the Employee's sick bank, if the Employee is entitled to sick leave, to attend to an illness of a member of the Employee's immediate family (spouse, parent, child, relative residing in the

Employee's household or with whom the Employee resides) where no one else is available to provide this care. This leave is for the Employee to provide for the temporary care of the Employee's immediate family and for reasonable time to make alternative care arrangements. The Employer may require proof of the need for such leave as considered necessary. Such leave shall be debited against sick leave credits and in the event the Employee has exhausted sick leave credits, it shall be leave without pay.

(b) **Appointments:**

Absences for medical and dental appointments may be claimed without loss of regular pay for up to twenty-four (24) hours per calendar year, pro-rated for Regular Part-Time Employees who work at least seventy-five percent (75%) of the hours of a full-time position, taken from the Employee's sick bank, if the Employee is entitled to sick leave.

**ARTICLE 18: OTHER LEAVES: PREGNANCY, PARENTAL AND ADOPTION:**

18.01 An Employee who has been employed by the Employer for at least one (1) year is entitled to maternity, parental and/or adoption leave in accordance with the *Labour Standards Code* and *Employment Insurance Act*, S.C. 1996, c. 23. All notice periods stipulated in the *Labour Standards Code* apply to the requests for leave.

18.02 (a) An Employee on pregnancy, parental or adoption leave shall return to their former classification without loss of regular pay subject to the provisions of this Collective Agreement.

(b) Employees on pregnancy, parental, and adoption leave shall not accrue hours worked for the purpose of vacation, sick time, or Holidays. Employees on pregnancy leave shall continue to accrue Seniority for the duration of the leave.

(c) Employees on pregnancy, parental and adoption leave will advise at the commencement of the leave of their intended return date, and any modifications to this date must be made with a least one (1) month's notice.

**COURT LEAVE**

18.03 Leave of absence without pay shall be given to every Employee who is required

(a) to serve on a jury, after having submitted a letter of financial hardship and having the request to be excused on the basis of financial hardship rejected; or

(b) by subpoena or summons, to attend as a witness in any proceeding held:

(1) in or under the authority of a court; or

- (2) before an adjudicator or umpire or person or persons authorized by law to make an enquiry and to compel attendance of witnesses before it, other than any matter arising from a dispute between the Parties to this Collective Agreement (labour relations board proceedings, arbitrations, etc.); or
- (3) before a legislative council, legislative assembly, or committee thereof, that is authorized by law to compel the attendance of witnesses before it.

Any unpaid leave for the purposes of being a witness is limited to the time an Employee is required to be on the witness stand or to give testimony.

### **COMPASSIONATE CARE LEAVE**

18.04 Employees shall be granted compassionate care leave consistent with the *Labour Standards Code*.

### **BEREAVEMENT LEAVE**

18.05 The following entitlement is subject to appropriate notification being made by the Employee to the Employer:

- (a) In the event of a death in an Employee's immediate family, a Full-Time or Part-time Employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive days, including the day of the funeral. For clarity, the Employee will receive bereavement pay for the hours scheduled in the five (5) days commencing at midnight on the day of the death. "Immediate family" is defined as father, mother, brother, sister, spouse (including common-law spouse, regardless of sex, of more than one [1] year), child, step-child, father-in-law, mother-in-law, grandparent, grandchild or a relative permanently residing in the Employee's household or with whom the Employee resides on a permanent basis.
- (b) In the event of the death of an Employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle or aunt, a Full-Time or Part-time Employee shall be entitled to bereavement leave with pay for a period of two (2) consecutive days including the day of the funeral. For clarity, the Employee will receive bereavement pay for the hours scheduled in the two (2) days leave.
- (c) In the event out-of-province travel is required to attend a funeral of a family member noted above in (a) or (b), the Employer may grant further days with pay.
- (d) In the event of a passing resident/client or staff, debriefing counseling shall be provided.
- (e) If a death occurs for which Bereavement Leave is provided under this Article, and the Employee has scheduled vacation days, Holidays or time in lieu, or sick leave, during the Bereavement period, Bereavement Leave shall be substituted for the scheduled vacation days, Holidays or time in lieu, or sick leave.

- 18.06 While on an approved leave of absence without pay of more than two (2) weeks duration (including pregnancy, adoption, education and general leaves), there is no accumulation of any benefits under the contract (special leave, Holidays, vacations, etc.).
- 18.07 The Employer shall grant unpaid leaves consistent with the *Labour Standards Code*: pregnancy and parental, reservists, compassionate care, critically ill childcare, critically ill adult care, domestic violence, crime-related death or disappearance of a child, emergency, sick, bereavement, and citizenship ceremony leaves.

#### **INCLEMENT WEATHER**

- 18.08 The Employer's residential home does not close due to inclement weather. If an Employee cannot report for work due to a storm, as directed by a Department of Transportation Advisory, the Employees on duty must remain on shift until their replacement(s) arrive. Notwithstanding the Overtime article, Employees required to remain beyond the end of their shifts shall be paid straight time rates for all time worked beyond their regular shift.
- 18.09 It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled; however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to take the absent time as unpaid time only if there is no Overtime, Holiday, vacation or make-up time available.

#### **WORKERS' COMPENSATION**

- 18.10 An Employee shall continue to accrue Seniority while in receipt of workers' compensation benefits.
- 18.11 An Employee who is injured in the performance of their duties will immediately report the incident to the Employer. 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 his or her regular rate of pay without deduction from sick leave, unless a doctor stated that the Employee is fit for work for the remainder of that shift.
- 18.12 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while at work shall be at the cost of the Employer if no benefit plan provisions are available for reimbursement.

## **ARTICLE 19: DAMAGE TO EMPLOYEE OR EMPLOYER PROPERTY**

19.01 In the event of damage to the personal effects of an Employee caused by a client/resident at any facility or home operated by the Employer, the Employer will reimburse the Employee for any reasonable replacement or repair when it can be determined to the satisfaction of the executive director or administrator that the damage occurred during the course of the Employee's duties at the facility or home. Damage which does result from failure to act or from inappropriate action, including failure to comply with reasonable dress requirements or behaviour on the part of the Employee will not be compensated.

## **ARTICLE 20: MEAL USE**

- 20.01 Employees may elect to purchase meals at Penny Lane, at the meal rate set by the Employer.
- 20.02 Residential Counsellors will prepare communal meals and eat with clients/residents during meal time. If an Employee has received a prior exemption from the Employer on the basis of a dietary restriction, they shall supply their own food. Whether the Employee is consuming the food prepared for the clients/residents or their own food, the Employee is expected to eat with the clients/residents at mealtime.
- 20.03 Employees must provide their own meals and/or snacks to be consumed on a night shift.

## **ARTICLE 21: GRIEVANCE & ARBITRATION PROCEDURES**

21.01 **Informal Step:** An Employee who believes that the Employer has violated a provision of the Collective Agreement shall within five (5) Business Days of the alleged violation, first discuss the matter with their immediate supervisor or designate. The Employee may have a steward present, if so desired.

If the supervisor is unable to resolve the issue with the Employee during this discussion, the supervisor shall answer the dispute in writing within five (5) Business Days of the discussion, unless the Union agrees to extend this time limit.

In each of the following steps of the grievance procedure, the person designated by the Employer as the first or second level of the grievance procedure shall arrange a meeting or meetings, with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. The Parties may waive the requirement for a meeting or meetings by mutual agreement.

21.02 Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an Employee is not entitled to present the grievance without the approval in writing of the Union, and the Employee must be represented by the Union.

21.03 **Step One:**

If the dispute cannot be settled in the foregoing Informal Step, it shall be deemed to be a "grievance", and the Shop Steward or Union Representative shall within ten (10) Business days of receiving the decision of the immediate supervisor, notify the Residential or Vocational Manager ("Manager"), whichever is applicable, in writing, in proper form (signed, dated and on a CUPE letterhead), outlining the article violated, facts in support of the grievance and remedy sought. The Union will advise who the authorized representatives are for the purpose of this Article.

If the Union does not receive a satisfactory settlement within ten (10) Business Days from the date on which the grievance was presented at Step One to the Manager, the Union may proceed to Step Two.

**Step Two:**

Within ten (10) Business Days of the Manager's response or failing response, following the expiration of the time for response in Step One, the Union may move the grievance, in writing, to the Executive Director or their designate.

The Executive Director or designate shall reply in writing to the Union within fifteen (15) Business days from the date the grievance was presented at Step Two to the Employer.

If the Union does not receive a reply, or satisfactory settlement of the grievance from the Employer, the Union may refer the grievance to arbitration within fifteen (15) Business Days of the Executive Director's response or expiration of the date on which they should have received a reply from the Executive Director.

- 21.04 (a) Once a grievance is filed the Employee shall not be required or permitted to meet with a representative of the Employer to discuss the grievance unless an authorized representative of the Union is also present. At any meeting between the Union and the Employer to discuss a grievance the Employee may choose to attend. No grievance, once filed, shall be settled or withdrawn without the proper consent and authority of the Union.
- (b) Where an Employee is disciplined, suspended without pay or discharged, the Employer shall within ten (10) Business Days of the discipline, suspension or discharge notify the Employee and the Union in writing by registered mail or personal service stating the reason for the discipline, suspension or discharge. If this procedure is not followed, the action taken shall not be void but the time limits under Article 21 for commencing a grievance shall not commence until the notice is given.

- 21.05 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein, provided the Parties agree to do so in writing. The Parties shall also agree from time to time by way of a memorandum of understanding what method of delivery is acceptable for documentation to be provided under this Article (e.g. in person, email, registered mail, etc.)
- 21.06 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.
- 21.07 The Employer shall advise the Union of the names and jurisdiction of the persons designated as the levels of the grievance procedure.
- 21.08 Where the Parties agree that a matter should be referred to a single arbitrator and they are able to agree upon the arbitrator, then such arbitrator shall be properly appointed;
- 21.09 Where after the Parties have each submitted the names of one (1) arbitrator and the Parties have still not agreed on a single arbitrator, the Parties shall each put the names of each Party's nominees into a hat and select as arbitrator the name of the person drawn. The Parties shall thereafter alternate selecting the arbitrator in this manner, in cases where they cannot agree on an arbitrator.
- 21.10 Should the Parties disagree as to the meaning of the arbitrator decision, either party may apply to the arbitrator to clarify the decision which the arbitrator shall be requested to provide within seven (7) days.
- 21.11 Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*.

## **ARTICLE 22: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **22.01 Joint Occupational Health and Safety Committee**

- (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 ensure the member's attendance.

- (c) **Composition of Committee**  
A Health and Safety Committee, (otherwise known as Joint Occupation Health and Safety Committee) shall be established and be composed of an equal number of representatives from the Union and the Employer. The committee shall hold meetings monthly, or as otherwise agreed by the committee, for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to make recommendations to improve existing health and safety conditions and practices. No committee member shall participate in any monitoring, inspecting, or investigating where their participation could pose a conflict of interest.
- (d) **Minutes shall be taken of all meetings and copies shall be posted in the workplace.**  
The parties shall alternate in the minute taking responsibility unless otherwise agreed.
- (e) **Pay Provision**  
Time spent by members of the committee in the course of their meetings shall be considered time worked.
- (f) **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 Act.

22.02 The Employer and the Union will each appoint an equal number of representatives to the Joint Occupational Health and Safety committee and will promptly fill any vacancies that occur. Representatives will be selected by each party based on their own internal processes and will not be contingent on work location.

**22.03 All Legislation Applicable**

The Employer and the Union shall comply with all applicable federal, provincial and municipal health and safety regulations. All applicable 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.

**ARTICLE 23: SENIORITY**

23.01 Subject to 8.04, Seniority for Employees who are Bargaining Unit members on the date of signing this Collective Agreement is defined as the continuous length of Service in the employ of the Employer.

23.02 Subject to 8.04, Seniority for Employees who become members of the Bargaining Union after the date of signing this Collective Agreement is defined as the latest continuous length of membership in the Bargaining Unit unless otherwise specifically provided for in this Collective Agreement.

- 23.03 Up-dated Seniority list(s) for each classification shall be posted annually and a copy sent to the Union by the Employer as soon as possible following the signing of this Collective Agreement. The list will show the name of the Employee, the date of hire, Seniority in years, months and days, and classification. Protests with regard to Seniority status must be submitted in writing no later than thirty (30) working days following receipt of the list by the Employees. If proof of error is presented, the error will be corrected and the correction will become the official Seniority for the Employee. A revised list, containing corrections if any, will be posted by the Employer and any challenge to the revised list must be made within fifteen (15) working days of the posting. After all challenges have been settled, the Seniority list shall be used in determining each Employee's Seniority.
- 23.04 When two (2) or more Employees within a classification have equal Seniority, their names will be drawn from a container in the presence of an Employer representative and a Union representative and the first name drawn shall be deemed the more senior and subsequent draws will determine Seniority for those remaining, in descending order. Unless the Union otherwise agrees, any Employee who takes a permanent position outside the Bargaining Unit loses Seniority within the Bargaining Unit upon successful completion of any probationary or trial period.
- 23.05 Unless the Union otherwise agrees, any Employee who takes a permanent position outside the Bargaining Unit loses Seniority within the Bargaining Unit upon successful completion of any probationary or trial period.

#### **ARTICLE 24: GROUP INSURANCE BENEFITS**

- 24.01 The Employer and Full-Time and Regular Part-Time Employees shall share in the premium cost of the following benefit plans:
- Health: Employer sixty-five percent (65%) /Employee thirty-five percent (35%);
  - Dental and Life: Employer fifty percent (50%) /Employee fifty percent (50%);
  - Long Term Disability: Employees one hundred percent (100%).

Full-Time and Regular Part-Time Employees shall be eligible to join the plan after the successful completion of their Probationary Period. Non-Bargaining Unit Term Employees may be eligible for benefits as determined by the terms of the plan provider.

- 24.02 The agreement of the Employer to contribute to the cost of these group benefits does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article. The Parties agree that they are governed by the terms of the group plan in order to be eligible for benefits under the group plan. The Employer will not initiate changes to plan benefits without discussion with the Union. Changes initiated by the carrier are beyond the control of the Parties, and in the event there is a material change in coverage, eligibility, or the costs of the benefits provided, the Parties will discuss the changes and attempt to achieve a mutual resolution. The Employer shall select the carrier and will be mindful of costs in its decision. Furthermore, these matters shall not be subject to grievance or arbitration.

- 24.03 In the event an Employee works beyond age sixty-five (65) or the retirement age as set out by a plan carrier, the Employee and not the Employer will be responsible for additional premiums that may be age-rated.
- 24.04 Except as otherwise provided in this Collective Agreement, an Employee who is on an unpaid leave of absence, for any reason, shall be entitled to continue to participate in the group insurance benefits outlined in Article 24 provided:
- (a) The plan provider approves the continued participation;
  - (b) The Employee reimburses the Employer with a minimum of three (3) post-dated cheques payable to the Employer for both the Employer and Employee portion of the premiums starting from the last paid day of work; and
  - (c) The Employee's remittance to the Employer for payment of the benefits remains current within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

#### **ARTICLE 25: PENSION PLAN**

- 25.01 The Employer as a member of the Directions Council of Nova Scotia will participate in the Nova Scotia Public Service Superannuation Plan. Its eligible Employees employed as Program Instructions shall participate in the Plan in accordance with the rules and regulations of the Plan as exist and may be modified by the Plan administrator or superintendent of pensions from time to time. The Employer shall contribute, and the Employee shall match, the contribution amounts as established by the Plan regulators.
- 25.02 Following ratification, the Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) which will become effective as soon as reasonably possible following ratification. Until the CAAT plan is implemented and thereafter until March 31, 2025, eligible Employees who are employed as Residential Counsellors shall contribute, and the Employer shall match, seven percent (7%) of all regular earnings to a registered defined contribution pension plan. Effective April 1, 2025 and until March 31, 2026 the contribution will increase to eight percent (8%) matching and effective April 1, 2026 the contribution will increase to eight point four percent (8.4%) matching. Relief Employees may elect to join the plan after completing twenty-four (24) months of continuous service as well as meeting the minimum criteria under the Nova Scotia *Pension Act* which is currently the lesser of earnings of not less than thirty-five percent (35%) of the YMPE or seven hundred (700) hours of employment in each of two (2) consecutive calendar years.
- 25.03 The Parties acknowledge that market conditions are beyond the control of the Employer. The agreement of the Employer to provide for benefits under Article 24 or Article 25 does not mean that the Employer assumes in any way any liability for the actions of a plan carrier or pension administrator or the performance of a pension fund or retirement savings plan. Furthermore, these matters shall not be subject to grievance or arbitration.

## ARTICLE 26: MISCELLANEOUS

26.01 The Employer will make space available in the Employer's main office for a bulletin board which will be provided by the Union to allow the Union to post notices and otherwise communicate with its membership. There will be no communication or Union bulletin boards in the residential setting. However, a file folder for such communication will be placed in a discrete location in the residential settings. Union materials are not to be reviewed during working hours.

### 26.02 Review of Personnel Files

- (a) Upon request, an Employee shall be permitted to view an Employee's file, during normal working hours and in the presence of someone appointed by the Employer.
- (b) The Employee shall also have rights to Union representation when viewing the Employee's personnel file.
- (c) Any disagreement as to the accuracy of the information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the Employee's record.
- (d) No evidence from the Employee's record, of which the Employee was not aware of at the time of filing, shall be introduced as evidence in any hearing.
- (e) An Employee shall have the right to make copies of any material contained in his or her personnel file at no expense to the Employee or Employer.
- (f) An Employee shall have the right to respond to anything contained in his or her personnel file.
- (g) **Disciplinary Record**
  - a. Subject to Article 26.02(g) (b) and (c), where a record of disciplinary action has been in an Employee's file for more than three (3) years and where no further disciplinary action of the same nature has occurred, the Employer shall remove the document from the file.
  - b. Where the action for which an Employee has been disciplined involves theft, leaving a client unattended without authorization, harassment (including bullying and violence in the workplace) and discrimination, the record of discipline will remain in the Employee's file for five (5) years and if no further infraction of the same nature has occurred during the five (5) year period, the disciplinary record shall be removed from the file.
  - c. Where the action for which an Employee has been disciplined involves client abuse or criminal activity, the disciplinary record shall remain permanently in the Employee's file.

**26.03 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. A copy of the above-mentioned job descriptions shall be forwarded to the recording secretary of the Union. In the event the classification is changed the Employer will provide the changes to the Union.

26.04 All language is intended to be gender neutral and references to the personal pronoun mutually exchangeable.

**ARTICLE 27: LABOUR MANAGEMENT COMMITTEE**

27.01 A Labour Management Committee shall be established consisting of equal representation from the Bargaining Unit and the Employer, the number of representatives to be determined by mutual agreement.

Function of Committee

The Committee shall concern itself with the following general matters:

- (i) Considering constructive exchange of information related to matters dealt with in this Collective Agreement so that better relations shall exist between the Employer and the Employees.
- (ii) Providing suggestions to the Employer's board for how to improve and extend services to the public.
- (iii) Reviewing suggestions or questions from Employees, or questions about working conditions and services (but not grievances concerned with services).
- (iv) Discussing possible changes to working conditions in order to avoid where possible grievances and misunderstandings.
- (v) Providing suggestions for environmental initiatives that may be undertaken by the Employer.

In no case shall this committee discuss matters that are the subject of grievances except as provided for under clause (iv) above.

Notice shall be given three (3) weeks prior to a mutually agreeable meeting time and date. In any case, should either Party submit a request to meet, the meeting shall take place no later than thirty (30) days from the initial request. Agenda items shall be prepared and exchanged by the Parties in advance. The Agenda shall include as an Agenda item "Discussion regarding scheduling".

**27.02 Loss time with Committee**

The option to attend labour management committee meetings, if an Employee is not scheduled to work, is at the discretion of the Employee. Attendance at the meetings will be without pay. However, if the meeting occurs during working hours and the Employee is working, the Employee may be permitted to absent themselves from their regular duties only with prior Employer approval and if in the Employer's determination the absence does not impede operations or necessitate calling in of additional staff. Consent to attend will not be unreasonably withheld. Time spent with committee meetings will be paid at straight time rates and will not count as hours worked for the purposes of calculating Overtime.

27.03 At the first meeting, the committee shall appoint a chairperson who shall hold office for six (6) months. Thereafter, the chair shall alternate between the Union and Employer representatives in six (6) month intervals. Minutes of each meeting of the committee shall be prepared and signed by the chairperson as promptly as possible after the close of the meeting. The Union, the CUPE National Representative and the Employer shall each receive copies of the minutes within one (1) week of being prepared.

27.04 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**ARTICLE 28: DURATION AND RETROACTIVITY**

28.01 It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the Parties prior to the signing date except as provided by Schedule "A" and "B" with respect to the annual adjustment wages.

28.02 This Agreement shall be effective from the date of signing to March 31, 2026.

28.03 Notice of an intent to renegotiate this Agreement in its entirety shall be made in writing by either party to the other not less than three (3) months before the date of expiration of this Agreement.

28.04 In the event notice to bargain is not given, the contract will be deemed to be renewed for a one (1) year period.

28.05 This Agreement supersedes all other written or verbal agreements between the Employer and any Employee with the exception of all rules or work and workplace policies and procedures.

**ARTICLE 29: FUNDING**

29.01 The Parties acknowledge that this Agreement is conditional on the Employer receiving from its funding agencies, and in particular the Province of Nova Scotia, the required and anticipated levels of funding needed during the life of this Agreement as outlined in the Schedules hereto.

DATED AT Milton, in the Province of Nova Scotia, on this 13 day of January 2025.

FOR THE UNION

Kaelee Baker

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Shirley

\_\_\_\_\_

FOR THE EMPLOYER

Charlene Park

R. R. Rook

N. Strickland

J. Apur

**SCHEDULE "A"**

**WAGE PACKAGE: PROGRAM INSTRUCTORS**

All active Employees working as Program Instructors and who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

April 1, 2023, 3%

<b>Step</b>	<b>Hourly Rate @2080 Hours March 31, 2023</b>	<b>Hourly Rate @ 2080 Hours with Wage Adjustment April 1, 2023</b>	<b>Annual Rates April 1, 2023</b>
Step 1 (start)	\$21.7933	\$22.4470	\$46,689.76
Step 2 (after 1 year)	\$22.2382	\$22.9053	\$47,643.02
Step 3 (after 2 years)	\$22.6921	\$23.3728	\$48,615.42
Step 4 (after 3 years)	\$23.1552	\$23.8498	\$49,607.58
Step 5 (after 4 years)	\$23.6276	\$24.3364	\$50,619.77

March 31, 2024, 0.5%

<b>Step</b>	<b>Hourly Rate @2080 Hours March 30, 2024</b>	<b>Hourly Rate @ 2080 Hours with Wage Adjustment March 31, 2024</b>	<b>Annual Rates March 31, 2024</b>
Step 1 (start)	\$22.4470	\$22.5592	\$46,923.13
Step 2 (after 1 year)	\$22.9053	\$23.0198	\$47,881.18
Step 3 (after 2 years)	\$23.3728	\$23.3844	\$48,639.55
Step 4 (after 3 years)	\$23.8498	\$23.9690	\$49,855.52
Step 5 (after 4 years)	\$24.3364	\$24.4580	\$50,872.81

April 1, 2024, 3%

<b>Step</b>	<b>Hourly Rate @2080 Hours March 31, 2024</b>	<b>Hourly Rate @ 2080 Hours with Wage Adjustment April 1, 2024</b>	<b>Annual Rates April 1, 2024</b>
Step 1 (start)	\$22.5592	\$23.2359	\$48,330.83
Step 2 (after 1 year)	\$23.0198	\$23.7103	\$49,317.61
Step 3 (after 2 years)	\$23.3844	\$24.0859	\$50,098.73
Step 4 (after 3 years)	\$23.9690	\$24.6880	\$51,351.18
Step 5 (after 4 years)	\$24.4580	\$25.1917	\$52,398.81

April 1, 2025, 2%

<b>Step</b>	<b>Hourly Rate @2080 Hours March 31, 2025</b>	<b>Hourly Rate @ 2080 Hours with Wage Adjustment April 1, 2025</b>	<b>Annual Rates April 1, 2025</b>
Step 1 (start)	\$23.2359	\$23.7006	\$49,297.28
Step 2 (after 1 year)	\$23.7103	\$24.1845	\$50,303.77
Step 3 (after 2 years)	\$24.0859	\$24.5676	\$51,100.64
Step 4 (after 3 years)	\$24.6880	\$25.1817	\$52,378.06
Step 5 (after 4 years)	\$25.1917	\$25.6955	\$53,446.71

2. **Retroactive Pay:** Employees currently employed with the Employer will receive retroactive pay. Employees who were not employed during the entire retroactive period but are currently employed will receive the relevant rate increase, prorated from their date of hire. Former Employees who have terminated employment shall have thirty (30) days from the signing of the Collective Agreement to notify the Employer and apply for their retroactivity.
  
3. It is agreed that the wage commitment by the Employer is conditional upon the Employer receiving, on an on-going basis, the necessary funds from its government funders, or some other eligible source to meet the wage increase and the terms of this Collective Agreement. Should the funding not be made available or should funding discontinue, the Collective Agreement will be re-opened for negotiation. The Union acknowledges the board and Management will not be held personally liable in the event funding is not made available or is discontinued.

**SCHEDULE "B"**

**WAGE PACKAGE: RESIDENTIAL COUNSELLORS**

All active Employees working as Residential Counsellors and who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

April 1, 2023, 3%

Step	Hourly Rate @2080 Hours March 31, 2023	Hourly Rate @ 2080 Hours with Wage Adjustment April 1, 2023	Annual Rates April 1, 2023
Step 1 (start)	\$21.7933	\$22.4470	\$46,689.76
Step 2 (after 1 year)	\$22.2382	\$22.9053	\$47,643.02
Step 3 (after 2 years)	\$22.6921	\$23.3728	\$48,615.42
Step 4 (after 3 years)	\$23.1552	\$23.8498	\$49,607.58
Step 5 (after 4 years)	\$23.6276	\$24.3364	\$50,619.77

March 31, 2024, 0.5%

Step	Hourly Rate @2080 Hours March 30, 2024	Hourly Rate @ 2080 Hours with Wage Adjustment March 31, 2024	Annual Rates March 31, 2024
Step 1 (start)	\$22.4470	\$22.5592	\$46,923.13
Step 2 (after 1 year)	\$22.9053	\$23.0198	\$47,881.18
Step 3 (after 2 years)	\$23.3728	\$23.3844	\$48,639.55
Step 4 (after 3 years)	\$23.8498	\$23.9690	\$49,855.52
Step 5 (after 4 years)	\$24.3364	\$24.4580	\$50,872.81

April 1, 2024, 3%

Step	Hourly Rate @2080 Hours March 31, 2024	Hourly Rate @ 2080 Hours with Wage Adjustment April 1, 2024	Annual Rates April 1, 2024
Step 1 (start)	\$22.5592	\$23.2359	\$48,330.83
Step 2 (after 1 year)	\$23.0198	\$23.7103	\$49,317.61
Step 3 (after 2 years)	\$23.3844	\$24.0859	\$50,098.73
Step 4 (after 3 years)	\$23.9690	\$24.6880	\$51,351.18
Step 5 (after 4 years)	\$24.4580	\$25.1917	\$52,398.81

April 1, 2025, 2%

Step	Hourly Rate @2080 Hours March 31, 2025	Hourly Rate @ 2080 Hours with Wage Adjustment April 1, 2025	Annual Rates April 1, 2025
Step 1 (start)	\$23.2359	\$23.7006	\$49,297.28
Step 2 (after 1 year)	\$23.7103	\$24.1845	\$50,303.77
Step 3 (after 2 years)	\$24.0859	\$24.5676	\$51,100.64
Step 4 (after 3 years)	\$24.6880	\$25.1817	\$52,378.06
Step 5 (after 4 years)	\$25.1917	\$25.6955	\$53,446.71

2. Effective the date of signing the contract, all active Employees working as Residential Counsellors are eligible for the following:  
Shift Premium

As of the date of ratification, of this Collective Agreement, all Residential Counsellors shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour for all hours worked between 1800 hours and 0600 hours. Effective April 1, 2025, the Shift Premium shall increase to four dollars (\$4.00) per hour for all hours worked between 1800 hours and 600 hours.

Weekend Premium

As of the date of ratification, of this Collective Agreement, all Residential Counsellors shall receive a Weekend Premium of three dollars and fifty cents (\$3.50) per hour for all hours worked between midnight Friday and midnight Sunday.

Effective April 1, 2025, the Weekend Premium shall increase to four dollars (\$4.00) per hour for all hours worked between midnight Friday and midnight Sunday.

3. An Employee working a Night Sleep Shift shall be paid as per 11.10. The Night Sleep Shift may include active hours and sleep hours, all of which will be deemed to be the equivalent of five (5) hours of work for the purpose of overtime and where relevant in this Collective Agreement.
4. Retroactive Pay: Employees currently employed with the Employer will receive retroactive pay. Employees who were not employed during the entire retroactive period but are currently employed will receive the relevant rate increase, prorated from their date of hire. Former Employees who have terminated employment shall have thirty (30) days from the signing of the Collective Agreement to notify the Employer and apply for their retroactivity.
5. It is agreed that the wage commitment by the Employer is conditional upon the Employer receiving, on an on-going basis, the necessary funds from its government funders, or some other eligible source to meet the wage increase and the terms of this Collective Agreement. Should the funding not be made available or should funding discontinue, the Collective Agreement will be re-opened for negotiation. The Union acknowledges the board and Management will not be held personally liable in the event funding is not made available or is discontinued.

**SCHEDULE "C"**

**WAGE PACKAGE: HOUSEKEEPERS**

<b>Housekeeper</b>	<b>Current Regular</b>	<b>April 1, 2025</b>
Probationary Rate	\$16.70	\$17.03
Regular	\$17.00	\$17.34

MEMORANDUM OF AGREEMENT  
Required Education

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

DATED at Milton, Province of Nova Scotia on this 13 day of January 2025.

FOR THE UNION

Kaelee Baker

[Signature]

FOR THE EMPLOYER

[Signature]

[Signature] 26/00K

N Strickland

[Signature]

**Appendix "A"**

**Relief Employee Availability Agreement**

<b>Name:</b> _____
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Pursuant to the collective agreement, Relief Employees are expected to be available "to work on a on-call, day-to-day basis" and "may be scheduled at the discretion of the Employer in accordance with my availability as indicated below, as required to fill relief hours as they arise for such things as extra staffing, sickness, vacation, holiday, leaves and emergency hours".

Therefore, by signing this agreement, you agree to the following expectations:

1. You will be available for all shifts including short-notice call-ins;
2. You will answer your phone, including responding to voicemail and text messages in a timely manner;
3. You will make yourself available to work a minimum of 24 hours per week; and
4. You will abide by the other terms of this agreement.

In accepting this agreement, you agree that you will be available to work at least 24 hours per week and will accept work to a maximum of \_\_\_\_\_ hours per week. You understand the employer will cease to assign you shifts should you be consistently unavailable for the shifts assigned or you consistently refuse call-in shifts.

If there are any specific days of the week or month that you are unable to work, please indicate below:

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(Note: Your availability will be a factor in whether you are hired by QASL)

Relief Employees who wish to change their availability may, no more than two (2) times in a twelve (12) month period, apply in writing to the employer for approval. The Employer shall not unreasonably deny its approval.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the employer

\_\_\_\_\_  
Date