

COLLECTIVE AGREEMENT

BETWEEN

RESI-CARE CAPE BRETON ASSOCIATION

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3008**

(Effective April 1, **2021** to March 31, **2026**)

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THIS AGREEMENT effective from April 1, 2021 to March 31, 2026.

Between: **RESI-CARE CAPE BRETON ASSOCIATION**
herewith referred to as the "Employer",

Party of the First Part

And: **CUPE, LOCAL 3008**, Chartered by the Canadian Union of Public Employees, or its successors, and affiliated with the Canadian Labour Congress, duly constituted as a Trade Union under the Trade Union Act having its office in Sydney, Nova Scotia, in the county of Cape Breton, hereinafter referred to as the "Union",

Party of the Second Part

PREAMBLE

Whereas the Employer and the union recognize the common objective of providing community residential services to persons with intellectual disabilities in the group homes and to developmental residences that presently or may at some time in the future come under the administration of the Board of Management of Resi-Care Cape Breton Association and the importance of operating these residences according to their accepted principles of normalization.

ARTICLE 1 – PURPOSE

1:01 The purpose of this agreement is to establish the conditions which are necessary to ensure the uninterrupted services that are needed to provide a residential living program for persons with intellectual disabilities in community residences administered by Resi-Care Cape Breton Association; and to define wages and conditions of employment which shall be negotiated between the Employer and the employees; to provide through a recognized grievance procedure a method of settling grievances that may arise between the Employer and the employees and the union; to ensure an economically efficient **and resident focused** operation of the community residences coming under the management of Resi-Care Cape Breton Association; and to promote harmonious relations between the Employer and the employees and their union.

ARTICLE 2 – MANAGEMENT RIGHTS

2:01 The Union recognizes and acknowledges the Employer has the right to manage Resi-Care's system and any enterprise in which Resi-Care is engaged and subject to the terms of the Collective Agreement as follows:

- (a) To maintain order, discipline and efficiency;
- (b) Determine the qualifications, select, hire, transfer, promote, layoff, suspend, discharge and/or discipline for just cause an employee, and to determine the number of employees to be employed;
- (c) To maintain reasonable rules and regulations to be observed by the employees. Such rules shall not be inconsistent with the provisions of this agreement;
- (d) Determine the nature of work to be performed, the standard and quality of service to be provided, the schedules of work and the methods and procedures to be used: And
- (e) Study or introduce new or improved methods or facilities to determine the standard and quality of care to be provided, the extension, limitation, curtailment or cessation of operations in whole or in part and all other matters concerning the operation of the Resi-Care's services not specifically restricted by law or this agreement.

The Employer and the Union agree that neither side will exercise their rights in an arbitrary, capricious or bad faith manner. Nothing in this Article, however, shall deprive an employee from exercising their full rights under the Grievance Procedure as set out in this agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes that the Canadian Union of Public Employees and its Local 3008 is the sole and exclusive collective bargaining agent for all of its employees save and except supervisory personnel, Executive Director, Assistant Executive Director, Office Personnel, Live-in-Support Personnel, and those Employees excluded by Section 2, Subsection (a) and (b) of the Nova Scotia Trade Union Act and hereby agrees to negotiate with the union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- 3.02 Should a new classification within the bargaining unit be created, or a current classification be deleted during the term of this agreement, management and union shall meet and decide on the rate and designation of such new classification or deletion of current classification. If the parties cannot come to an agreement, the issues will be dealt with through the arbitration process outlined in article 12.
- 3.03 No employee shall be asked or permitted to make any verbal or written agreement, which may conflict with the terms of this agreement.

3:04 Employee/Member Contact Information

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

- (a) The name of each employee**
- (b) The mailing address and telephone number (if available) of each employee;**
- (c) The personal email address of each employee (if available); and**
- (d) The employee's employment status (such as full-time, part-time, temporary, or casual)**

To Ensure accurate information all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number, and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

ARTICLE 4 – DEFINITIONS

- 4:01 Employee shall mean a permanent full time and permanent part time employee, except for Appendix B where it shall mean a casual employee.
- 4:02 A "Permanent Full Time Employee" is one who is employed on a continuing basis, is scheduled to work on a full time basis, who normally works an average of eighty (80) hours in a bi-weekly pay period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full Time Employees.
- 4:03 A "Permanent Part Time Employee" is one who is employed on a continuing basis, is regularly scheduled to work less than the schedule of a Full-Time Employee and who has successfully completed the

probationary period. This Collective Agreement is applicable to Part Time Employees on a pro-rata basis to paid hours.

- 4:04 A "Probationary Employee" is one who has been in the employ of the Resi-Care Cape Breton Association and in the Bargaining Unit for six hundred and forty (640) worked hours and may be dismissed at any time during the probationary period without recourse to the Grievance Procedure, but all other benefits of this collective agreement, except seniority, shall be applicable. Following completion of the "probationary period", seniority shall be backdated to the original date of hire. If necessary, an extension may be requested to extend the days.
- 4:05 The Employer, Union and the individual employee with mutual consent in writing may extend the probationary period for a term of no more than two hundred forty (240) hours.
- 4:06 A "Casual Employee" is one who works on a day to day basis as required. Casuals are members of the bargaining unit. The casual employee is entitled to only the provisions of the collective agreement as set out in Appendix B.
- 4:07 "Temporary Position" is one with a term in excess of three (3) consecutive months but no longer than the leave of the person being replaced resulting from the absence of a permanent full time or permanent part time employee or resulting from resident needs.
- 4.08 A "Temporary Employee" is an Employee who may be hired for a specific term to replace an Employee who will be on an approved leave of absence, absence due to WCB disability, sick leave or for resident needs. Where the employee is hired to replace an employee, who will be on an approved leave of absence, the term may extend up to the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee's leave. The individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration.

ARTICLE 5 – NO DISCRIMINATION

- 5:01 a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, religion, race, creed,

colour, national origin, political, physical or mental disability, sexual orientation, gender identity, gender expression, sex or marital status, family status.

- b) The Employer and the union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of membership or non-membership or activity or non-activity in the Union.

ARTICLE 6 – UNION MEMBERSHIP REQUIREMENT

6:01 All Employees to be Members

All employees of the Employer in the bargaining unit covered by this agreement, as a condition of continued employment, shall become and remain members in good standing of the union within fifteen (15) days of employment. The Employer will collect the sum of one dollar \$1.00 as an initialization fee to the Union which will itemized on the submission of monthly dues to CUPE National.

ARTICLE 7 – CHECK-OFF OF UNION DUES

7:01 Check-Off Payments

The Employer shall, upon notification from the union, deduct from every employee any dues, initiation fees and assessments levied, in accordance with the Union Constitution and By-Laws.

- 7.02 Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees, not later than the 15th day of the month following, accompanied by a list of the names, amount of dues collected and classification of employees from who the dues deductions have been made. A copy of this documentation will also be copied to the Secretary of the Local.

7:03 Compulsory Check-Off

The Employer shall deduct from all employees covered under this Collective Agreement both members and non-members of the union, an amount equal to the regular monthly dues, initiation fees and assessment levied in accordance with the Union Constitution or By-Laws.

- 7:04 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to action taken by the Union for the purpose of complying with provisions of this article.
- 7:05 At the same time income tax slips are made available, the Employer shall indicate the amount of union dues paid by each union member in the previous year.

ARTICLE 8 – ACQUAINT NEW EMPLOYEES

8:01 Acquaint New Employees

On commencing employment, the employee's immediate Supervisor shall introduce the new Employee to their Union Steward or Officer of the Union and shall be given the opportunity to meet with Union representative during office orientation for the purpose of acquainting the new employee with benefits of Union membership and obligations to the Employer and the Union. The Supervisor will inform the Union President of the date and time of the orientation so that the President can ensure that a Union representative will be available to perform the proper orientation. The Steward/Officer of the Union must seek permission from their Supervisor prior to meeting with new employees and The Union representative will suffer no loss of pay when meetings are held during the employee's regular working hours.

ARTICLE 9 – CORRESPONDENCE

- 9:01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director, Resi-Care Cape Breton Association or designate, and the President and the Secretary of the union or designate. It is agreed that copies of all correspondence shall be provided to the National Representative of C.U.P.E.

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

- 10:01 A Labour Management Relations Committee shall be established consisting of two (2) representatives of the union and two (2) representatives of the Employer. The Committee shall receive the full support of both parties to this agreement in the interest of maximum care of the residents and welfare of the employees.

10:02 The Committee shall not have jurisdiction over wages or any other 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 the Employer and does not have the power to bind either the union or its members or the Employer to any decision or conclusion reached at their discussions. The Committee shall have the power to make recommendations to the union and the Employer with respect to its discussions and conclusions.

10:03 The Committee shall meet at least (3) three times per year or otherwise as mutually agreed. Written notification of such meeting shall be given within 48 hours advance notice along with agenda. The chairing of meetings shall rotate between Union and Management. Minutes shall be kept of all Labour Management Committee meetings and signed off by the co-chairs. The signed minutes shall be posted by the committee for viewing by all employees within two weeks. Meetings will be scheduled such that the Employer is not required to backfill an attendee.

Time spent attending the committee meetings will be considered time worked for those scheduled to work and will be paid at straight time. Those individuals that are not scheduled will also be paid at straight time and will be charged back to the Union.

Matters of discussion shall include issues of mutual concern of the parties (for example policy implementation issues). It is understood and agreed by the committee that grievances will not be discussed.

The Committee shall be responsible for:

- (a) defining problems
- (b) developing viable solutions to such problems; and
- (c) recommending the proposed solutions to the appropriate authority.

ARTICLE 11 – LABOUR MANAGEMENT BARGAINING RELATIONS

11:01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the union at meetings with the Employer without the proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson. In order that this may be carried out, the union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.

11:02 Union Bargaining Committee

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.

11:03 Function of Bargaining Committee

The negotiation of collective agreements shall be the function of this committee.

11:04 Representative of Canadian Union of Public Employees

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, time to be set with the Administrator or designate after making a formal appointment.

11:05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been made in writing.

11:06 Time off for Meeting

Any representative of the union on the bargaining committee, who is in the employ of the Employer, shall have the right to attend meetings in which direct negotiations between the Employer and the union take place without loss of remuneration when such meetings are held within working hours, provided that suitable arrangements are made with the Employer for adequate staffing of the residences. When possible, such employees will notify their immediate supervisor two weeks in advance of the scheduled negotiating meeting to allow sufficient time to verify replacement staff coverage within the residences.

ARTICLE 12 – GRIEVANCE PROCEDURE

12:01 (a) Definition of A Grievance

Any dispute or difference arising out of the interpretation, application or administration of this Agreement or any question as to whether a matter is arbitrable.

(b) Recognition of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to five (5) stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting their grievance at any step of the grievance procedure. One steward may be appointed by the Union as Chief Steward. Steward must be full-time or part-time employees who have successfully completed their probationary period. A maximum of two (2) Stewards will take part in meetings with the Employer to address grievances.

The Union shall notify the Employer in writing of the name of the Chief Steward and all other stewards before the Employer shall be required to recognize them.

(c) Permission to leave Work

The Employer agrees that Stewards will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and will not leave work during working hours except to perform duties under this Agreement. No Steward shall leave work without obtaining permission of the Supervisor, which permission will not be unreasonably withheld.

12:02 Grievance Procedure

Both Parties recognize the benefit of resolving differences or disputes as quickly as possible and therefore employees are required to discuss such issues with their immediate supervisor within seven (7) days of the event giving rise to the difference or dispute. If this discussion does not resolve the issue, it may be referred within seven (7) days of the discussion to the Grievance Procedure for resolution.

Step I

Failing resolution of the matter at the complaint stage, the Grievance shall be submitted to the Executive Director in writing on a Grievance Form giving details of the alleged violation, the articles violated, and the redress sought. Within ten (10) days of receipt of the Grievances, the Executive Director or designate, Grievor and Shop Steward shall meet to discuss the Grievance. The Executive Director shall reply in writing within ten (10) days following the meeting. If the reply is not satisfactory, the Union may within 30 days give written notice of its intention to refer the grievance to Arbitration.

12:03 Arbitration Procedure

The Union and the Employer shall consult and select an Arbitrator within ten (10) days of receipt of notice of Arbitration by either party from the other. A single Arbitrator shall be used in all cases. Should the parties be unable to agree on the selection of an Arbitrator, a request will be made to the Minister of Labour for the Province of Nova Scotia to appoint an Arbitrator.

12:04 Group grievance

The Union shall have the right to file a grievance, which affects a group of employees as a single grievance listing the employees affected.

12:05 Union Grievance

The Union may file a grievance on behalf of the Union, which shall be known as a policy/Union grievance, and the complaint stage of this Article shall be bypassed.

12:06 Settlement of Grievance

Any settlement of a grievance under this procedure shall be final and binding upon all parties to the agreement.

12:07 Failure to Resolve

If the grievance procedure fails to resolve a grievance dispute between the parties one or the other of the parties shall have the right to refer the matter to Arbitration within thirty (30) days of the reply at Step 1 of the Grievance Procedure.

12:08 Time Limits

For the purpose of this Article days shall mean calendar days. At any step or arbitration procedure, time limits may be extended by mutual consent; such request shall not be unreasonably denied.

12:09 Arbitrator's Decision

After an Arbitrator or Board of Arbitration is chosen, the Arbitrator or Chair shall convene a meeting to hear evidence from both parties with respect to the matter in dispute.

12:10 Arbitration Expenses

In an arbitration, each party shall pay its own costs and the fees and expenses of its witnesses, counsel and nominee to a Board of Arbitration. The fees and expenses of a single Arbitrator or the Chair of the Board of Arbitration, less any payments by the Province of Nova Scotia, shall be shared equally by the parties.

12:11 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the parties agree otherwise. Time limits will be suspended during this process.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13:01 Principle of Innocence

- a) Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee, which may result in the suspension of the employee, the following procedure shall be followed:
- b) An employee who has completed the probationary period may be suspended, discharged or disciplined but only for just cause and only upon the authority of the Employer as defined in this agreement. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union Representative.

Such employee and the Union shall be notified within five (5) days, in writing, of the reason(s) for such discipline or discharge.

- c) Prior to an employee being disciplined by the Employer at a meeting, the employee shall be notified so that the employee shall have the right to have a steward or Union Representative present. The Employer shall not be responsible for any expenses except for regular earnings incurred by the Steward or Union member designate to attend such meeting as per Article 12.01 (c) of the Grievance Procedure (permission to Leave Work).
- d) Should the Employer provide any written warning regarding work performance, such warning shall be copied to the President. The Employee's reply to the written warning shall become part of their record
- e) A permanent employee disciplined or discharged without just cause shall be entitled to file a grievance pursuant to Step I of the grievance procedure.
- f) An employee shall have the right to have access to and review their personnel file at a mutually agreed upon time. An employee shall have the right to reply in writing to any adverse report contained on their personnel file, such reply will be placed in the employee's personnel file. An employee must be notified of any verbal or written warning and be given an opportunity to reply to the warning.
 - 1. Any reference check received from outside sources will not be available to the employee.
 - 2. Any request from outside agencies/Employers for information regarding employees will not be given unless the employee gives the Employer permission, in writing, to do so.
 - 3. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- g) No entry of a detrimental nature, which may be used in a subsequent disciplinary action, will be maintained on an employee's file without their prior knowledge. Such entries shall not be used against the employee after a period of twelve (12) working months has elapsed from the date of entry except in instances where an employee has been disciplined and an arbitrator has ruled in favour of the Employer. Such instances will be maintained on an employee's file for 24 months.

- h) When the Employer alleges abusive behaviour toward a resident, the employee shall be suspended with pay pending the investigation.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

- a) Seniority for permanent employees shall commence after the successful completion of the probationary period and be retroactive to date of hire to a bargaining unit position or pursuant to appendix B 2(d), whichever is applicable. Seniority shall operate on a bargaining unit wide basis.
- b) Permanent Seniority List Preference
The permanent full-time/part-time seniority list shall always take precedence over the casual seniority list and in any matter where there is a dispute between the two lists, the former shall prevail.

14:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards by May, 15th and November 15th each year.

- a) Upon posting the seniority list, employees shall have thirty (30) days to advise the Employer of any errors or omissions. After thirty (30) days, the list shall then be deemed accepted.
- b) If an employee is off on a leave of absence, the Employer shall send a copy of the posted seniority list to the employee by registered mail or via email. Upon receiving the seniority list, the employee shall have **thirty (30) days** to advise the Employer if there are any errors or omissions. The seniority list with the noted error or omission shall be returned to the Employer by registered mail or email.

14:03 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event the employee:

- 1) is discharged for just cause and is not reinstated.
- 2) resigns in writing and does not withdraw such resignation within two (2) work days.
- 3) fails to return to work within fourteen (14) calendar days following layoff and after being notified by priority post to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 4) is recalled for casual work or employment of short duration at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work.
- 5) is laid off for a period longer than one (1) year.
- 6) retires from work.
- 7) fails to return to work from an approved leave of absence on the day set out when the approved leave ends without just cause.
- 8) is absent from work in excess of five (5) working days without just cause or without notifying the Employer.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15:01 a) Job Postings

When a vacancy occurs, or a new position is created, inside the bargaining unit, the Employer shall notify the union in writing and post notice of the position on the Employer's main bulletin boards for seven (7) days. Such notice shall be posted as soon as possible after the Employer has knowledge a vacancy will occur. This position will be filled within a total of three (3) weeks.

- (b) In the event a temporary position is expected to exceed (3) months, the position shall be posted in accordance with Article 15:01 (a). Where a permanent employee is the successful applicant, the resulting temporary position shall be posted. However, subsequent temporary vacancies shall not require posting, but shall be offered to employees by seniority at the home where the temporary vacancy occurred. **This provision is not applicable for the**

period of June 15 to September 15. During this period the successful applicant shall receive the pay and benefits of the temporary position.

- (c) Upon posting of the new schedule, temporary vacancies greater than three (3) weeks, but less than three (3) months shall be filled by the employee with the most seniority within that home run by the same supervisor.
- d) Any employee filling a temporary position must work at least three (3) months in this position before being eligible to apply for any other term position. This does not affect the employee's right to apply to permanent postings that become available.

15:02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shifts, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. The Employer will post the hours of work on part-time job postings so it indicates what the differential would be at twenty-five per cent (25%).

15:03 Outside Advertising

An outside advertisement for any vacancy, inside the bargaining unit, may not be placed before the vacancy is posted within the community residence.

15:04 Role of Seniority

In making staff changes, transfers or promotions, within the bargaining unit, the applicant with the greatest seniority and having the required skills, abilities, training and physical qualifications to do the work shall be the successful applicant. The decision relating to skills, abilities, training and physical qualifications is the prerogative of the Employer.

15:05 Trial Period

- (a) The successful applicant shall be placed on trial for a period of six hundred and forty (640) worked hours or six (6) months worked, whichever comes first. Conditional on satisfactory service the employee shall be declared permanent after successfully completing the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or is unable to perform the duties of the new job, or requests to be returned to his/her former position, the employee shall be returned

to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. Should an employee return to his/her original position during the course of the Trial Period this position shall be filled by the next senior applicant who applied for and meets the requirements for the original posting. An employee is not permitted to apply for a temporary position during the employee's trial period.

- (b) An employee who determines that he/she wishes to return to his/her former position pursuant to (a) above, shall be returned to his/her former position within two (2) weeks, providing he/she requests same in writing, setting out the reason for not continuing in the position.

15:06 Training Courses

The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subject and material to be covered);

Time, duration and location of the course.

Basic minimum qualifications required for applicants.

This course (or courses) shall be posted as soon as possible, on bulletin boards in all residences to afford all interested employees an opportunity to apply for such training. The qualified applicant shall be selected. Employees selected for on-the-job training shall suffer no loss of benefits or wages during this training period.

15:07 Diversity

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit

seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15:01.

ARTICLE 16 – LAYOFFS AND RECALLS

16:01 Definition of Layoff

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

16:02 In the event of a proposed layoff that will exceed three (3) months, the Employer shall:

- i) provide the Union with at least three weeks' written notice of the proposed layoff or elimination of position and schedule a special emergency meeting of the Labour Management Committee to be convened within seven calendar days to discuss alternatives to the proposed layoff. Any agreement between the Employer and the Union resulting from such special meeting shall take precedence over the terms of layoff in this article; and
- ii) provide to the affected employee(s), if any, no less than two weeks' written notice of the layoff, or pay in lieu thereof. Such notice shall include an advisement of the employee's options as per Article 16:03.

The notice referred to ii) above shall be posted in the work place such that the posting shall be accessible to all employees.

16:03 An employee in receipt of notice of layoff shall have the following options:

- (a) Accept the layoff and be placed on a recall list; or
- (b) Exercise the right to bump another employee, provided the employee exercising the right to bump has greater seniority and has the qualifications and ability to perform the work of the employee that he displaced; or
- (c) resign.

16:04 Employees wishing to exercise the option to bump must, within forty eight (48) hours of receipt of layoff notice, so advise the Employer in

writing of three (3) positions for which they wish to bump into, indicating their order of preference.

The right to bump shall not include the right to "bump up". Part-time employees shall not be allowed to bump full-time employees.

16:05 Recall

- a) Where an employee is laid off, she/he shall have her/his name placed on a recall list for a period of eighteen (18) months from the date of layoff.
- b) An employee on the recall list shall be responsible to be aware of job postings and shall be entitled to apply for such postings in the normal fashion as an internal candidate.
- c) An employee on the recall list shall be eligible for any casual shifts at the home(s) for which he or she is orientated. Neither the acceptance, nor the declining of one or more casual shifts shall affect an employee's recall rights.
- d) An employee on the recall list who is successful in applying to a permanent vacancy shall have her/his name removed from the recall list.

16:06 Right to Reinstatement to Previous Position

An employee who accepts a layoff, or exercises his bumping rights, or otherwise secures alternate employment with the Employer following a notice of layoff shall retain the right to be reinstated in his previous position if such becomes available within six (6) months of this original notice of layoff.

16:07 Continuation of Benefits

An employee shall be given the right to continue her/his benefit coverage following a layoff. The Employer shall continue to pay its share of such insured benefit premiums for a laid off employee for the first thirty (30) days following the layoff. Thereafter, the employee shall be responsible for paying the full premium for such continued coverage.

16:08 Recruitment During Layoff

No new employees will be hired until those laid off who have the required qualifications to perform the duties of the position have been given an opportunity for recall.

ARTICLE 17 – HOURS OF WORK**17:01 Normal Hours of Work**

The normal hours of work will be forty (40) hours per week or eighty (80) hours in a bi-weekly period. The normal daily hours of work will include a thirty (30) minute meal period. Hours of work could be subject to change, by mutual consent, on a trial basis at in home staff meeting with a Letter of Intent as to change of hours and duration.

17:02 Days Off

The Employer agrees to schedule work shifts so that there will be no broken (split) shifts for any employee. Regular days off shall be consecutive and shall be planned in such a way as to equally distribute free weekends, unless mutually agreed otherwise.

17:03 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. In Small Option Support Homes with a Live-In-Support Model, shifts will be assigned on a weekly basis.

17:04 Break Period

All employees shall be permitted a fifteen (15) minute rest period for every four hours worked in an area made available by the Employer.

17:05 Breaks Between Shifts

After six (6) hours and up to ten (10) hour shifts, an eight (8) hour break is needed before and after the shift.

After ten (10) hours and up to twelve (12) hour shifts, a twelve (12) hour break is needed before and after the shift.

17:06 Employees shall have at least sixteen (16) hours rest between the changes of weekly shift rotations.

17:07 Shift Premiums

Effective the day of ratification, Employees shall receive a shift premium of **three dollars and fifty cents (\$3.50)** per hour for all hours worked between 19:00 and 07:00 hours. Effective **April 1, 2025**, Employees shall receive a shift premium of **four dollars (\$4.00)** per hour for all hours worked between 19:00 and 07:00.

17:08 Weekend Premiums

Effective the day of ratification, Employees shall receive a shift 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**, Employees shall receive a shift premium of **four dollars** per hour for all hours worked between 19:00 and 07:00.

17:09 Shift and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, pension, or any other benefits under this agreement.

17:10 **Notwithstanding Article 18, Employees that accompany residents to out of town medical appointments or resident vacations will be paid for hours worked at the regular rate of pay during the period of 8:00 a.m. to 12:00 a.m. (midnight) and will receive a night sleep pay of minimum wage for the hours between 12:00 a.m. (midnight) and 8:00 a.m. If an Employee is required to work with the resident during the night sleep such work shall be paid at the regular rate.**

ARTICLE 18 – OVERTIME

18:01 Overtime Defined

All time worked outside the normal workday or normal workweek shall be considered as overtime. Overtime periods of less than one-half (1/2) hour need not be recorded or paid for, however, overtime periods in excess of one-half (1/2) hour shall be paid for in full.

18:02 Overtime Rates

Overtime rates shall apply as follows:

- a) On a regular work day for a Full-time Employee:

Time and one-half (1 – ½) after their regular shifts as follows:

Regular eight (8) hours – time and one-half

Regular nine (9) hours – time and one-half

Regular ten (10) hours- time and one-half

Regular eleven (11) hours – time and one half

Regular twelve (12) hours – time and one half

A part-time employee will receive overtime at time and one-half (1½) if the employee works beyond forty (40) hours per week or beyond twelve (12) hours per day.

- b) On a regular scheduled day off for a Full-Time Employee.

time and one-half (1-1/2) for all time worked.

18:03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked except by mutual agreement between the employee and the Employer. If overtime is taken it shall be at equal time for the hours worked in accordance with the overtime rates.

18:04 Sharing of Overtime

- (a) Overtime will be divided among employees at the home where the overtime is required in accordance with the following:
- (i) The most senior employee who has not worked overtime shall be called first.
 - (ii) Overtime lists shall be posted in each home. Hours will be recorded each time overtime is worked with dates and hours recorded.
 - (iii) Overtime shall be in conformity with Article 17:05.
 - (iv) A new overtime list shall be posted once all staff have worked overtime.
 - (v) If an employee is not interested in being called for overtime, the employee will notify the employer in writing accordingly and will not be placed on the overtime list.
- (b) The procedure outlined in (a) above does not apply to an overtime required to extend a shift less than four (4) hours. Such overtime work will be offered to the employees on shift.

18:05 (a) Minimum Call Back Time

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours or time and one-half (1-1/2) whichever is greatest. Overtime on callback shall commence at the time of call-out.

(b) Call Back Travel Allowance

An employee who is called back to work shall be paid an amount equal to the cost of a taxi fare from their home to the Residence and return, but not to exceed **\$30.00** for the round trip.

18:06 Notice of Change of Shift

Twenty-four (24) hours notice shall be given before change of shift, except in emergencies. Where the notice period is not given the employee will be paid for the scheduled hours.

18:07 An employee who works overtime pursuant to article 18:01 shall be permitted to bank up to twenty-four (24) hours. The banked time must be used within **three (3)** months of being worked.

ARTICLE 19 – VACATIONS

19:01 (a) Vacation year shall be from April 1st to March 31st.

(b) Employees shall earn vacation in one vacation year and take that vacation in the following vacation year.

(c) Continuous service, for the purpose of determining vacation entitlement, shall be April 1st of the calendar year in which the employee reached the higher service threshold, notwithstanding that the employee's actual anniversary date may be otherwise

19:02(a) Permanent Full-Time employees shall earn vacation with pay as follows:

After one (1) year continuous service- 10 hours vacation for each paid month (maximum of 120 hours per year).

After five (5) years continuous service- 13.33 hours vacation for each paid month (maximum of 160 hours per year).

After fifteen (15) years continuous service- 16.66 hours vacation for each paid month (maximum of 200 hours per year).

After twenty-five (25) years of continuous service and up to thirty (30) years of continuous service an additional eight (8) hours vacation for each full year worked:

26 years- maximum of 208 hours per year.

27 years- maximum of 216 hours per year.

28 years- maximum of 224 hours per year.

29 years- maximum of 232 hours per year.

30 years- maximum of 240 hours per year.

- (b) The Employer agrees that employees who have completed more than three (3) months continuous service but less than twelve (12) months continuous service shall earn eight (8) hours vacation with pay for each one hundred seventy-three point three (173.3) hours paid to a maximum of eighty (80) hours vacation. These employees shall take their vacations during the vacation year, as defined herein.

19:03 Part-time Employees

- (a) Permanent Part-Time Employees shall earn vacation with pay as follows:
 - (i) *Four percent (4%) less than one (1) year continuous service.*
 - (ii) Six percent (6%) after one (1) year continuous service.
 - (iii) Eight percent (8%) after five (5) years continuous service.
 - (iv) Part-Time Employees shall be permitted to take periods of vacation (both paid and unpaid) in accordance with the continuous service thresholds set out in Article 19:02 (a) and (b), providing they have first expended their banked vacation pay.
- (b) A Permanent Part-Time employee on appointment to a permanent full-time position may request to carry over his/her banked vacation pay to the full-time position.

19:04 Any holiday listed in Article 21, falling during an employee's vacation shall be added to the employee's vacation credits.

19:05 Vacations shall be scheduled between April 1st, and March 31st, if possible, in a manner that will least interfere with the operation of the Employer's business. Preference for vacation time will be on the basis of seniority of the employee within each department and vacations shall be taken in the year in which they become due. Employees shall have vacation days off at one time unless mutually agreed upon and providing that minimal coverage is maintained. Vacation will not be taken between December 18th, and January 2nd, with no exceptions.

19:06 If an employee leaves the service of the Employer for any reason whatsoever, the employee shall be paid the amount due for unused vacation which was earned up to the date of the employee's last day of employment.

19:07 For those senior employees with two (2) years or more seniority, and to a maximum of ten (10) employees for all Homes covered by this agreement, up to one (1) week of vacation shall be carried over to the following year provided however that:

- a) This article shall not link up with banked holidays.
- b) Employer must be notified by employees of their intent to carry over one (1) week vacation at least by February 1 in the preceding year.

19:08 Posting of Vacation Schedule

The Employer shall post a list of employee entitlements during the first week of March of each year. Employee's may indicate on the list their preferred vacation dates. Vacations will be scheduled on the basis of seniority. The list shall be removed by April 1st and the Employer will post a final schedule by April 21st. Once posted, no changes shall be made unless by mutual consent.

19:09 Employees shall give three (3) **business** days notice for vacation. The Employer shall give a response within three (3) **business days upon receipt of the request**. In the event of an emergency, approved by the Supervisor, this shall be waived.

ARTICLE 20 – SICK LEAVE

20:01 (a) The Employer agrees that twenty (20) sick days per year will be allowed each full-time employee. This paid sick leave may accumulate at the rate of one-and two-thirds (1 2/3) days per month until a maximum of one hundred (100) days has been reached.

- (b) Regular Part-time employees will be pro-rated and receive twelve (12) hours sick time for every one hundred seventy six (176) hours worked until the maximum number of eighty (80) days has been reached. This sick time will be calculated from November 1 to October 31, each year. Part-time employees will only use sick days for days scheduled to work.
- (c) Commencing the date of ratification, the Employer will pay the first day of the first two (2). Following this, the Employer will not pay the first day for subsequent illnesses. The Employer and the Union will review the procedure in November of each year. At that point management will determine whether to revert back to the first day of illness being paid.
- (d) The Employer may request a sick certificate **in accordance with provincial legislation.**
- The Employer will pay the first day of the first three (3) illnesses. Following this, the Employer will not pay the first day for subsequent illnesses. The Employer and the Union will review the procedure in November of each year. At that point management will determine whether to revert back to the first day of illness being unpaid as per Article 20:01 (c).
- (e) When an employee is required by the Employer to submit a detailed medical report or where an examination is required, the Employer shall reimburse the Employee for the direct cost of any such medical reports in excess of those costs covered by any other plan or medical insurance. The Employer is not required to reimburse the employee for the direct cost of routine proof of illness certificates that may be required in accordance with Article 20:01 (d).

ARTICLE 21 – HOLIDAYS

21:01 Paid Holidays

The Employer recognizes the following paid holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	1st Monday in August	Christmas Day
Easter Sunday	Labour Day	Boxing Day

Queen's Birthday Thanksgiving Day Heritage Day
**National Day for
 Truth and Reconciliation**

Plus any statutory holiday declared by the Government of Canada or the Government of the Province of Nova Scotia.

- 21:02 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a days' pay in lieu thereof.
- 21:03 The above mentioned holidays shall be granted to an employee who is unable to take the holiday on its normal day, who is scheduled to work. The employee shall be granted this day within thirty (30) days of the holiday unless otherwise agreed by mutual consent of both parties.
- 21:04 Part-time employees shall receive statutory holidays on a pro-rata basis which will be calculated at one (1) – eight (8) hour holiday for every one hundred and seventy-six (176) hours worked, and this calculation shall be done the 3rd week in December.
- 21:05 The Employer shall schedule the days off for Christmas and New Year's Day in such a way that these days will be equally divided among the employees with the senior employee having the choice of either New Year's Day or Christmas Day on an annual rotation basis.
- 21:06 Full Time Employees shall be allowed to bank paid holidays to a maximum of six (6), provided however, the Employer is given at least one (1) week's notice. Such banked holidays must be taken within a seven (7) month period, and will not link up with vacation carry-over. **Full Time Employees have the option of having banked holiday time paid out once per fiscal year up to a maximum of forty (40) hours.**
- 21:07 The Employee shall give three (3) **business** days notice for holiday. The Employer will give a response within three (3) **business** days **upon receipt of the request.** In the event of an Emergency, approved by Supervisor, it shall be waived.
- 21:08 Work On A Holiday When The Employee Was Not Scheduled To Work. The Employee shall be paid time and one-half for all time worked plus holiday pay.
- 21:09 Work On A Holiday When The Employee Was Scheduled To Work.

- a) A Permanent Full Time Employee who is scheduled to work, and works, on a holiday listed in Article 21:01 shall be paid time and one-half for all time worked on the holiday and shall have the holiday rescheduled.
- b) A Permanent Part Time Employee who works pursuant to a) above, shall be paid time and one-half for all time worked on the holiday, plus holiday pay.

ARTICLE 22 – LEAVE OF ABSENCE

22:01 Leave of Absence

Subject to the requirements of the Employer, leave of absence without pay may be arranged by mutual consent between the parties to this agreement for union business, medical attention, up to three (3) months. The employee must re-apply within the three (3) months for a further extension of three (3) months without loss of seniority.

Seniority shall continue to accrue during this leave but holidays, vacation and/or sick time shall not accrue during unpaid leave or Long Term Disability in excess of thirty (30) days.

22:02 Maternity Leave

- a) The Employer and the employees will follow the Labour Standards Code, Employment Insurance Regulations and the Human Rights Act as far as maternity leave is concerned.

The Employer may require medical verification of the employee's condition prior to such leave of absence and also may require further medical verification at the conclusion of the period of the leave of absence that the employee is physically able to resume normal duties upon return. Nothing in this agreement shall restrict the Employer from requiring a pregnant employee, prior to her confinement, to go on such a leave of absence on the grounds that her physical condition while at work constitutes a hazard to herself, her fellow employees or is interfering with her ability to perform her work. Employees are to notify their respective supervisors immediately on the fourth month of pregnancy as to when leave of absence will commence. An employee who is pregnant and is working in a home that may pose a danger to herself or others will meet with the Union and the Employer to determine if the employee may be moved to a safer environment without restricting the seniority of any other employee. If it is possible to move the

employee, it will be done as quickly as possible. If after having examined every possibility, it is impossible to move the pregnant employee to a safer work environment, the employee will be able to use fifty (50%) of their accumulated sick leave, prior to applying for a maternity leave.

- b) Seniority shall continue to accrue during a maternity leave but there shall be no compensation for holidays, vacation or sick time occurring during the leave. An employee who participates in the Employer's Group Life Insurance Plan and/or Medical Plan may continue to be covered under these plans while on Pregnancy Leave, provided the employee pays the employee's portion of the premiums each month while on leave.

22:03 Parental Leave

The Employer will grant Parental Leave as per the Employment Insurance and Labour Standards Regulations.

22:04 Adoption Leave

The Employer will grant Adoption Leave as per the Employment Insurance and Labour Standards Regulations.

22:05 Bereavement Leave

- a) If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted compassionate leave with pay for the remainder of their tour of duty of that day. If a death in the immediate family of an employee occurs, said employee shall be granted five (5) days leave of absence effective midnight following the death and shall be paid for tours of duty the employee would normally be scheduled to work during the five (5) days if the death had not occurred. One of these days may be set aside to be taken at a later point in time, for the burial or celebration of life services.
- b) For the purpose of ascertaining compassionate leave with pay, the members of an employee's immediate family shall include: father, mother, sister, brother, husband, wife, son, daughter, grandchild, **step-child**, and common-law spouse (employee must notify management of this arrangement). Employees shall receive up to an additional two (2) days bereavement leave for travel time if the funeral arrangements occur outside Cape Breton Island and the employee attends the funeral.

- c) Employees will receive three (3) days leave of absence for the death of the employee's father-in-law, mother-in-law, grandparent, niece and nephew. Employees will receive one (1) days' bereavement leave for the purpose of attending the funeral of brother-in-law, sister-in-law, aunts, and uncles of the employee.
- d) Part-time employees, as defined in Article 4, shall receive bereavement leave in accordance with Article 22, 22:05. Employees will be paid for days during bereavement leave for which the employee was scheduled to work.

22:06 Time Off for Union Function

An employee who is an accredited delegate of the union shall receive time off to attend conventions and seminars sponsored by the Canadian Union of Public Employees or its affiliates. This time off shall be without pay. One (1) week's notice shall be given and up to three (3) employees, but no more than one (1) per home, will be eligible to attend.

22:07 Personal Leave

- (a) Subject to operational requirements, an employee with three (3) years services may be granted a Leave of Absence without pay for a period of not less than one (1) month and not greater than twelve (12) months. Written application shall be made to Resi-Care and if the leave is granted, it shall be confirmed in writing with a copy to the employee. Subject to Group Insurance policy eligibility requirements, the employee shall pay 100% of the cost of any group benefit the employee chooses to continue during the leave period to be paid by post-dated cheques for the period of time the employee is off. Seniority will continue to accrue during such leave but Holidays, Vacation, and Sick Time shall not accrue during this period of time.
- (b) It is the employee's sole responsibility to maintain certification and/or training to meet the requirements of Residential Rehabilitative Worker in order to be eligible for return to work. It is also the responsibility of the employee to participate in unpaid orientation to the home(s), as determined by the Employer, in order to be eligible to return to work.
- (c) Subject to 22:07 (b), the employee must provide the Employer with at least two (2) weeks notice of return to work date.

- (d) For the avoidance of doubt, personal leaves shall not be granted where the majority of the leave period includes June, July and August.
- (e) Notwithstanding the foregoing, an employee will be eligible for only one (1) personal leave of absence in a three (3) year period.

22:08 Leave for Storm or Hazard

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

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

22:09 Time Off for Elections

Employees shall be allowed the number of hours required by legislation to attend the polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

22:10 An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to a leave of absence if the Employee or a child of the Employee experiences domestic violence in accordance with the *Labour Standards Code*.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23:01 Wages

The Employer agrees to pay and the union agrees to accept the scale of wage rates attached to and forming part of this agreement as Appendix "A". Wages shall be paid by cheque or direct deposit, with a statement of earnings and deductions attached on a weekly basis. Paydays will be on Wednesdays if possible.

Shortfall in Pay

In the event that an employee has a short fall or error in remuneration in their pay, the Employer shall make payment by Direct Deposit within twenty-four (24) hours of the notification of the error. However, Saturday, Sunday and Statutory holidays must not be included in the twenty-four (24) hours.

23:02 Temporary Assignment

- (a) When an employee is assigned to perform work in a classification within the bargaining unit paying a higher rate, the employee shall receive the rate for that classification provided the employee has worked eight (8) hours in the higher classification.
- (b) When an employee within the bargaining unit is assigned by the Executive Director to replace a supervisor, that employee shall receive the rate of pay for the supervisory position during the temporary assignment.

23.03 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does take a temporary position outside the bargaining unit, they will not accrue seniority or be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within twelve (12) months of the date that they left the bargaining unit to take the temporary vacancy and may return to the position held immediately prior to leaving the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

ARTICLE 24 – SAFETY AND HEALTH

24:01 Co-operation on Safety- The union and the Employer shall co-operate in improving rules and practices, which will provide adequate protection to employees engaged in hazardous work. Other matters of this nature will be handled by the Occupational Health & Safety Committee.

Representatives and responsibilities of the committee shall be pursuant to the Occupational Health and Safety Act of Nova Scotia.

24:02 The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Parties recognizes that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

(a) VIOLENCE RISK ASSESSMENT

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

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

(b) WORKPLACE VIOLENCE PREVENTION PLAN

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

(c) TRAINING

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

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

(d) EMPLOYEES WHO EXPERIENCE VIOLENCE

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

The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace. a debriefing session for employees that that experienced violence in the workplace, by an accredited professional, at no cost to the Employees.

(f) NO REPRISALS

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

ARTICLE 25 – GENERAL CONDITIONS

25:01 Proper Accommodations

Employees to be allowed to have meals within the residence.

25:02 Meal Allowance

An allowance for meals will be granted up to a maximum of **twenty (20)** dollars when dining out has been identified by the Supervisor as a teaching program for the Residents and the Counsellor has been instructed to take part in the program.

25:03 Travel Allowance

Employees required to use their personal vehicles for Employer business will be reimbursed at the rate **as set by the Department of Community Services from time to time.**

25:04 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25:05 Employees shall be allowed to change shifts or part shifts provided that the supervisor is made aware of the change.

25:06 Copies of Agreement

The union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the union shall supply the Employer with sufficient copies of the agreement so that the Employer can distribute to new employees upon hire.

25:07 Cost Sharing of Group Insurance Benefits

- (a) The Employer and the employee shall cost share on a 50/50 basis the premiums for the group dental insurance, life, AD &D and dependent life benefits.
- (b) The Employer and the employee shall cost share on a 65/35 basis respectively the premiums for the group health insurance benefit.
- (c) The employee shall pay 100% of the premium for Long Term Disability (LTD) insurance.

ARTICLE 26 – PRESENT CONDITIONS AND BENEFITS

26:01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer, at the discretion of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the union.

ARTICLE 27 – CHANGES TO THE AGREEMENT

27:01 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement provided such changes are formally agreed to in writing and signed by the appropriate representatives of the Employer and the union.

27:02 Notice of Changes

Either party desiring to propose changes to this agreement shall be made during the last ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within thirty (30) days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

27:03 Retroactivity

All changes in the new agreement shall be adjusted retroactively unless otherwise specified. Wages for all employees shall be retroactive from **April 1, 2021** or the date of hiring, if later. Employees leaving the employ of the Employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the Employer notice within thirty (30) days of the signing of the agreement.

ARTICLE 28 – NO CONTRACTING OUT

28:01 The Employer shall not contract out the work of the bargaining unit if to do so would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 29 – PENSION PLAN

29:01 Contributions

The Employer and employee shall each contribute at the rate of ⁷five ~~(5%)~~ ^{seven} per cent of regular earnings to a defined contribution Registered Pension Plan (RPP). 43

29:02 Participation Mandatory

Participation in the RPP shall be mandatory.

29:03 If both parties select an RRSP Plan, then the following conditions will apply. The only way funds can be taken out of an RRSP Plan is by:

1. terminating your employment;
2. being terminated;
3. retirement;

4. going to another Employer who has an RRSP Plan in position;
5. death.

29:04 Employee eligibility must be approved by the carrier and the Department of Community Services.

ARTICLE 30 – WORKERS’ COMPENSATION

30:01 This provision shall not apply to casual employees. This provision shall replace any existing provisions for Workers’ Compensation.

Representatives with CUPE will form a working committee with representatives of the Employers to research current practices and to develop an Administrative Guideline to be issued to each Employee with this language, such that the resulting payments to employees comply with this clause.

- 1) When an employee is being compensated under the Workers’ Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earning replacement benefits received from Workers’ Compensation and the employee’s net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers’ Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers’ Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee’s accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee’s accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers’ Compensation benefits.
- 2) The Employer and the employee shall continue to cost-share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers’ Compensation benefits up to a maximum period of eighteen (18) months.
- 3) An employee shall continue to accrue seniority while in receipt of Workers’ Compensation benefits.
- 4) An employee shall accrue vacation credits while in receipt of Workers’ Compensation benefits until such time as the employee’s vacation bank (including any vacation credits existing at the time of

the injury) equals a maximum of one (1) year of annual vacation entitlement.

- 5) An employee shall not accrue any other benefits while on Workers' Compensation.

30:02 An Employee who participates in an ease back or return to work program following a period of WCB shall be paid his/her regular hourly rate for all times spent at the work place unless the Employee continues to receive WCB benefits for the time worked.

ARTICLE 31 – TERM OF AGREEMENT

31:01 This agreement shall be binding and remain in effect from April 1, **2021** to March 31, **2026**, and shall continue from year to year thereafter until either party gives to the other party notice in writing within sixty (60) days of the expiration date of its desire to terminate or amend the agreement.

IN WITNESS THEREOF the parties hereto have executed this Agreement by the hands of their authorized officers:

Dated this 22 day of March, A.D., 2024.

FOR THE UNION

FOR THE EMPLOYER

J. M. [Signature]
William [Signature]

Gudy Ryan

APPENDIX A

Hourly Wage Rate

1:01 Residential Rehabilitation Worker

Residential Rehabilitation Worker (RRW)

	Hourly Rate @ 2080 Hours annually	Annual Rates
Step 1 (start)	\$21.7933	\$45,330
Step 2 (after year 1)	\$22.2382	\$46,256
Step 3 (after 2 years)	\$22.6921	\$47,199
Step 4 (after 3 years)	\$23.1552	\$48,163
Step 5 (after 4 years)	\$23.6276	\$49,145

All current RRWs as of the date of ratification shall be placed at step 5 of the new scale effective April 1, 2022, or date of hire if hired after April 1, 2022.

1:02 Recognition of Previous Experience – RRWs and RCWs

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

APPENDIX B

Conditions and Benefits of Casual Employees

The following terms, conditions and benefits of this Collective Agreement shall apply to Casual Employees.

- (1) They shall become members of the bargaining unit on their first paid shift with restricted rights and privileges as defined in this Article;
- (2) (a) They shall be placed on a casual seniority list, separate from the permanent full-time/part-time seniority list.
 - (b) Seniority shall be from date of hire as a casual employee. However, in order to maintain that seniority date, the employee must work a minimum of three hundred (300) hours during the period November 1st to April 30th and five hundred (500) hours during the period May 1st to October 31st. In the event these hours are not met in either period the casual employee who has not worked the required hours for the period will lose his/her seniority date and shall be placed at the bottom of the casual seniority list and this date shall be the casual employee's new seniority date. In the event two or more casual employees fail to work the required number of hours in either period above, they shall be placed at the bottom of the seniority list according to the number of hours worked in that period, ie: The fewer the hours worked the lower the ranking.
 - (c) (i) Casual Employees shall be called for casual work which becomes available in the homes to which they are assigned by seniority in accordance with Appendix "B". Seniority shall be as at May 15th and November 15th of each year.
 - (ii) A no answer or refusal to work shall be considered the Casual Employee's call.
 - (d) When a Casual Employee is appointed to a permanent full-time or permanent part-time position with the Employer and successfully completes the probationary period, he/she shall be granted permanent status and the employee's date of hire from the casual seniority list shall transfer to the permanent employee seniority list.
 - (e) Notwithstanding 2(b) above, a casual employee shall suffer no loss of seniority while on leave of absence without pay for the following leaves:

- (i) Extended medical leave (Non-WCB) provided the employee is following a prescribed treatment plan.
 - (ii) Workers Compensation for an injury incurred while working for the Employer.
 - (iii) Maternity, Adoption and Parental leave pursuant to Article 22.
- (f) The Employer shall provide the Union with a seniority list on May 15th and November 15th of each year. The Union shall have thirty (30) days to review the lists. Any errors in the lists shall be brought to the attention of the Employer in writing. The Employer will review any potential errors as identified and make corrections as required.
- (g) Any seniority lists used during the thirty (30) day period for the purpose of appointment to positions shall be deemed to be accurate.
- (3) A casual employee may be disciplined or terminated at the Employer's sole discretion, providing the discipline or termination is not carried out in an arbitrary or discriminatory manner;
- (4) (a) They shall be paid the same rate of pay for the position as set out in Schedule A attached hereto, and shall be paid shift and weekend premiums in accordance with articles 17:07 and 17:08 of the collective agreement;
- (b) They shall be covered by article 17:05 of the collective agreement (Breaks Between Shifts)
- (5) They shall receive vacation pay at the rate of four percent (4%) to be paid with each pay received from the employer and six percent (6%) after eight (8) continuous years of service.
- (6) They shall be entitled to holidays in accordance with the Labour Standards Code; and
- (7) They shall only be entitled to grieve the matters contained in paragraphs (4), (5), and (6).

(8) Casuals Appointed to Temporary Positions

- (a) Notwithstanding the definition of employee in Article 4:01, a Casual Employee appointed to a temporary position pursuant to Article 15:01 (b) shall be covered by the following provisions of the Collective Agreement while in the temporary position, in addition to those provisions set out in Appendix B above:

Article 12 Grievance Procedure

Article 13 Discipline and Discharge

13:01 Prior to the imposition of discipline or discharge, the casual employee shall be given the reason in the presence of his/her steward or Union Representative.

13:02 The Employer shall provide the Union with a copy of any disciplinary action taken against a casual employee within ten (10) days of the discipline being imposed.

13:03 The Employee shall have the right to review their personnel records with the Employer upon request and may initial and date the documents he/she reviews.

Article 17 Hours of Work

Article 18 Overtime

Article 20 Sick Leave

Article 21 Holidays

Article 22 Leave of Absence

In its entirety, except articles 22:01 and 22:07

- (b) (i) On completion of the temporary position the Casual Employee shall be returned to his/her casual status and any vacation, statutory holidays or overtime owing will be paid out or taken at a time mutually agreeable to the employee and the Employer prior to the end of the fiscal year.
- (ii) Accumulated sick leave shall be banked and set aside to be accessed by the employee in the event of the employee attaining a temporary or permanent position at some future date.

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, 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.

MEMORANDUM OF AGREEMENT

Registered Retirement Savings Plan

WHEREAS the parties wish to enhance retirement benefits for employees and to offer the option of a defined pension plan to employees the parties agree to the following:

Registered Retirement Savings Plan

Where the parties participate in a Registered Retirement Savings Plan (including Defined Contribution) the Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2024 or as soon as reasonably possible following April 1, 2024.

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

April 1, 2024 or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).

April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%)

March 31, 2026 the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).

This Comprehensive settlement package is contingent of the Union agreeing to provide a positive recommendation at ratification.

