

ORIGINAL

# Collective Agreement

**-BETWEEN-**

**THE SOCIETY FOR TREATMENT OF AUTISM (NS)**  
(The "Employer")

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
4172**  
(The "Union")

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

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## ARTICLE 1 - PREAMBLE

### 1.01 Purpose:

The purpose of this agreement is to:

- (a) set forth terms and conditions of employment;
- (b) promote orderly and peaceful labour relations for the mutual interest of the Employer, the Employees and the Union, thereby providing quality care to its residents;
- (c) in fulfillment of the above purposes, the Employer and the Union encourage, to the fullest degree, friendly and co-operative relations between their respective representatives at all levels and among all Employees;
- (d) to encourage and promote the development of an affordable, quality service model which supports the objectives of the Employer to provide community based, accessible, individualized, inclusion supports and life skills education/training to persons with Intellectual Disabilities and/or Mental Health concerns. The delivery of quality support services to clients must be respectful of the dignity, needs and rights of clients consistent with the philosophy of the organization;
- (e) to promote and support services for vulnerable persons with an Intellectual Disability or Mental Health concern which is respectful of their dignity, needs and rights; and
- (f) to support and recognize that Canada is a signatory to the United Nations Convention on the Rights of Persons with Disabilities.

## ARTICLE 2 - RECOGNITION AND SCOPE

### 2.01 Recognition

The Employer recognizes the union as the sole and exclusive bargaining agent for all the Employees of the Employer on Cape Breton Island. Exclusions are management, office personnel, as well as any other Employee of the Employer excluded pursuant to section 2, 2 (a) & (b) of the *Nova Scotia Trade Union Act*.

### 2.02 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement

with the Employer, or **their** representative, which may conflict with the terms of this Collective Agreement.

2.03 The Right of Fair Representation

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.

2.04 The Scope of the Bargaining Unit

This Agreement applies to:

- 1) Regular Full-time Employees;
- 2) Regular Part-time Employees;
- 3) Probationary Employees as specifically provided in this agreement;
- 4) Casual Employees as restricted by Appendix "B" herein; and
- 5) Temporary Employee

2.05 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in emergency situations or situations beyond the Employer's control or in cases mutually agreed upon in writing by the parties.

2.06 No Contracting Out

In order to provide job security for members of the Bargaining Unit, the Employer agrees that all work or services being performed by the Bargaining Unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee. This clause does not restrict the Employer from sending clients to vocational centers or schools, nor does it restrict the Employer from having teachers, employed by the School Board, come into the residences for home schooling. It is understood that such teachers shall not perform the work of the bargaining unit.

## **ARTICLE 3 - DEFINITIONS**

3.01 In this Agreement:

- (a) "*Bargaining Unit*" means Probationary, Casual, Temporary, Regular Full Time, Regular Part Time employees covered by this collective agreement
- (b) "*Employer*" means the Society for Treatment of Autism (Nova Scotia).
- (c) "*Management*" means those staff delegated by the Employer to act on its behalf.
- (d) A Regular Full Time Employee is one who is employed on a continuing basis and who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a bi-weekly pay period and who has successfully completed the probationary period. This collective agreement is fully applicable to Regular Full Time Employees.
- (e) A Regular Part Time Employee is one who is employed on a continuing basis, but who 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 Regular Part Time Employees and benefits are provided on a *pro rata* basis.
- (f) A Casual Employee is one who works on a day to day basis relief basis or replacement basis, as required and does not have a regular schedule, and is available for call-ins as circumstances demand, except for an appointment pursuant to 16.01 (b)(ii). Casual Employees are entitled to only the rights and benefits as set out in Appendix "B" paragraphs 1 through 7 of the Collective Agreement.
- (g) "*Grant Worker*" means a worker hired by the Employer for a defined period of time pursuant to a grant. Grant Workers are not entitled to the rights and benefits of the Collective Agreement. Bargaining Unit Employees shall not suffer a loss of wages as a result of the hiring of grant workers.
- (h) "*Probationary Employee*" is one hired to fill a regular full-time or regular part-time position and who has not completed the **six hundred and eighty (680)** ~~six hundred and forty (640)~~ hour probationary period. A probationary Employee may be disciplined or discharged at any time during the probationary period without recourse to the grievance procedure.
- (i) Temporary position is one with a term in excess of ninety (90) continuous days resulting from the absence of a regular employee or from resident needs. Temporary positions shall be posted in accordance with Article 16.01 (b).

- (j) "Employee" means a Regular Full Time and Regular Part Time one, except for Appendix "B" where it shall mean a Casual Employee.
- (k) A Temporary Employee means a Casual, as defined in Article 3.01 (f), hired for a specified period of time to fill a Temporary Position. The Temporary Employee shall be covered only by the terms and conditions of employment as set out in Appendix "B" paragraph 8.

## ARTICLE 4 - MANAGEMENT RIGHTS

### 4.01 Management Rights

The right to manage its business, direct its working forces, and establish and maintain reasonable rules and regulations governing its operations and its Employees' conduct is vested exclusively with the Employer subject to the grievance procedure.

The exclusive rights of management include:

- (a) maintain order and efficiency;
- (b) the right to hire, promote, demote, classify, transfer, organize, assign work and to discipline or discharge any Bargaining Unit Employee for just cause, provided that a claim by an Employee that **they have** been discharged or disciplined without just cause may be the subject of grievance and dealt with as hereinafter provided;
- (c) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment, supplies and materials, the methods and techniques of work, the content of jobs, the number of Employees to be employed, the schedule of working hours for the Employees, the extensions, limitations, curtailment, or cessation of operations, and to determine and exercise all their functions and prerogatives which shall remain solely with the Employer;
- (d) The Union agrees that this Agreement constitutes the complete understanding between the parties and supercedes all previous Agreements both written and oral.

## ARTICLE 5 - NON-DISCRIMINATION

### 5.01 No Discrimination

The parties shall not discriminate against any Employee in matters of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or any other action by reason of race, religious beliefs, creed, colour, gender, physical disability, mental disability, age, marital status, ancestry, place of origin, sexual orientation, or by reason of the Employee's membership or activity in the Union. This does not apply where discrimination is justified on the basis of a *bona fide* occupational requirement as contemplated by the *Nova Scotia Human Rights Act*.

5.02 Not Required to do Personal Services for Supervisors

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

- 5.03 (a) Harassment is any unwanted, intimidating, abusive, offensive, or demeaning treatment of a person or group of persons by another person or persons. Unwanted means any action which the harasser knows or ought reasonably to know are not desired by the victim of the harassment. Harassing behavior may include, but is not limited to:
- Verbal abuse or threats;
  - Unwelcome remarks, jokes, innuendos or taunting about a person's characteristics, including body, attire, age, marital status, ethnic or national origin, religion, sexual orientation, gender;
  - Display of sexually explicit, racist or other offensive or derogatory material;
  - Practical jokes which cause awkwardness or embarrassment;
  - Intimidation;
  - Leering;
  - Offensive gestures;
  - Behavior which undermines another's self-respect and/or which exhibits an air of superiority;
  - Unwelcome or inappropriate physical contact, including touching, patting, pinching, stroking, punching, physical assault.
- (b) The Employer agrees to maintain the Harassment Policy which was developed jointly with the union.
- (c) Cases of harassment shall be considered as discrimination and shall be

eligible to be processed as grievances.

- (d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

## **ARTICLE 6 - UNION MEMBERSHIP**

### **6.01 Union Membership**

All Bargaining Unit Employees, including those already holding membership in the Union, shall become and remain members of the Union as long as they are employed by the Employer.

### **6.02 All New Employees**

All new Bargaining Unit Employees shall become members of the Union at the date of hire.

### **6.03 Employee/Member Contact Information**

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

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

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

## **ARTICLE 7 - UNION DUES CHECK-OFF**

### **7.01 Check Off Payments and Dues-Assessment Deductions**

The Employer shall deduct from the pay of every Employee covered by this collective agreement monthly amounts equal to the monthly membership dues or assessments as advised by the Union. Such deductions shall be forwarded to the National Secretary-Treasurer, Canadian Union of Public Employees, or its authorized representative, not later than the fifteenth day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the salary and hours of work for each Employee and the amount collected. A copy of this list shall be forwarded by the Employer to the Treasurer of Local 4172 to the address supplied by the Local to the Employer.

7.02 Notice to Employer

The Union shall advise the Employer in writing 30 days in advance of any change in the membership dues structure.

7.03 Dues Receipts

At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

7.04 The union agrees to indemnify and save the Employer harmless against any claim or disability arising out of the application of this article.

## **ARTICLE 8 - UNION REPRESENTATIVES**

8.01 Appointment of Shop Stewards

The Union shall elect or appoint shop stewards and alternates from among its members in the Bargaining Unit, where possible within each home, who have completed their probationary period. The Union shall notify the Employer in writing of the names of the Shop Stewards and alternates elected and identify who they are replacing.

8.02 Representatives

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 and will confirm, in writing, any changes forthwith. Likewise, the Employer shall supply the Union with a list of Management with whom the Union may be required to transact business.

#### Processing of Grievances

Grievances shall be processed outside of the normal working hours of the shop steward. However, the parties may mutually agree to process grievances during working hours, in which case the shop steward will not suffer a loss of pay.

#### 8.03 Acquaint New Employees to Union

An Officer of the Union will be given an opportunity during orientation of up to thirty (30) minutes to acquaint new employees with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and Union. The Employer shall notify the president of the Union of the date and time for the orientation. It is understood that the Union Officer who attends for this purpose shall not be paid.

#### 8.04 Union Bargaining Committee

A Bargaining Committee shall consist of not more than four (4) members of the Employer, and not more than four (4) members of the Union as elected or appointed by the membership. The Union will advise the Employer in writing of the Union members of the Committee.

### **ARTICLE 9 - UNION BUSINESS**

#### 9.01 Union Activity During Working Hours

No person shall engage in any Union activity during Company time except with the consent of management.

### **ARTICLE 10 - COMPENSATION AND LEAVE FOR UNION ACTIVITIES**

#### 10.01 Leave of Absence for Union Activities

The Employer shall grant a leave of absence up to a total of two hundred and forty (240) hours for Employees elected, selected, or appointed to represent the Union for the purpose of carrying out Union business or related activities. The Union shall be required to provide at least two weeks' notice in writing and to obtain the consent of management which shall not be unreasonably withheld. If the Union is unable

to provide the minimum notice, Management will consider the request and grant permission except where operational difficulties will arise.

Where the request is made on behalf of members of the negotiating team and executive officers of the Union, the Employer's consent shall not be denied where at least seven (7) calendar days' notice in writing has been provided. If the Union is unable to provide the minimum notice, Management will consider the request and grant permission except where operational difficulties will arise.

#### 10.02 Time Off

Subject to Article 9.01, time off, will be provided for the following:

- (i) To permit up to two (2) authorized Union representatives to attend Employee/management committees where matters of mutual concern are discussed without loss of regular earnings.
- (ii) To permit one representative per work site, appointed by the Union, to attend meetings of the safety committee and the joint work site health and safety committee and to carry out their functions as a member of the committee, and such time off shall be deemed to be time worked for which the Employee shall be paid by the Employer at the applicable rate.

#### 10.03 Subject to Article 10.01, time off will be provided for the following:

- (i) to permit local executives to administer and attend meetings of the local; and
- (ii) to permit members of the executive and the negotiating committee to prepare for and attend meetings for collective bargaining;

Management will grant permission for time off for Union business except where operational difficulties will arise. The Union will provide the Employer's personnel office with a written request for the time off providing a minimum of seven (7) calendar days' notice. If the Union is unable to provide the minimum notice, Management will consider the request and grant permission except where operational difficulties will arise. Where time off is granted for an indefinite period, the Employee shall communicate with **their** supervisor and any Employer representatives as required, on a regular basis and advise as to the expected date of return.

10.04 Employees who have been granted Union Leave in accordance with Articles 10.01 and 10.03 above will continue to be paid wages and benefits by the Employer. The Employer will forward an invoice to the Secretary-Treasurer of Local 4172. The

Union agrees to reimburse the Employer for all costs relating to the wages and benefits for the time off.

## **ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE**

### **11.01 Appointment to Labour Management Committee**

A Labour Management Committee shall be established consisting of three representatives of the Union selected with geographical representation and three representatives of the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the clients and their families, and improved relations between the Employer and Employees.

### **11.02 Concerns of the Committee**

The committee shall concern itself with the following general matters:

- (1) Improving and extending services to the clients and their families;
- (2) Reviewing suggestions from the Employees, questions of working conditions and service (but not grievances concerned with service);
- (3) Discussing conditions which may cause grievances and misunderstandings;
- (4) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and employees; and
- (5) Correcting conditions causing grievances and misunderstandings.

### **11.03 Meetings of Committee**

The Committee shall meet once a month between September and June at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer loss of pay for the time spent in Labour Management Committee meetings.

### **11.04 Committee Chairpersons**

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

### **11.05 Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The recording secretary of the Union and the Executive-Director of the Employer shall each receive two signed copies of the Minutes.

#### 11.06 Jurisdiction of Committee

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 supercede the activities of any 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 12 - RESOLUTIONS OF THE EMPLOYER AND CORRESPONDENCE**

#### 12.01 Communication

Copies of all policies and procedures adopted by the Employer which affect the members of this Union will be placed in the Communication Binder within each home. **All Employees are deemed to have actual knowledge of the policies when placed in the Communication Binder.**

#### 12.02 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate, the Recording Secretary of the Union and the President.

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

#### 13.01 Definition of a Grievance

If a difference arises between the Employer and the Union, or between the Employer and one or more Employees, regarding the interpretation, application or an alleged violation of this agreement, the difference must be settled without stoppage of work or lock-out by way of one of the following procedures of settlement.

#### 13.02 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union representative. The Union representative may assist any employee, which the Union represents, in preparing, and processing **their** grievance in accordance with the grievance procedure.

### 13.03 Grievance Process

The employee(s) concerned shall attempt to settle the complaint with the supervisor within seven (7) calendar days of the date upon which the employee(s) first became aware, or should have become aware, of the facts giving rise to the complaint. An employee must inform the supervisor that the employee is raising complaint under the grievance procedure. The supervisor will then have five (5) days to respond to the employee's complaint. A form indicating the complaint will be filled out including the date and signed by both parties. Copies will be forwarded to the Executive Director and the President of the Local.

#### Step 1

Failing satisfactory settlement being reached in the complaint stage, the employee(s) concerned, together with involved steward, may, within seven (7) calendar days submit the grievance to the Executive Director. The grievance must be presented in writing, with the following information:

- a) The nature of the grievance and the background circumstances;
- b) The remedy or correction required; and
- c) The sections of the Collective Agreement claimed to been violated.

The Executive Director or **their** designate shall meet with the employee(s) and the Grievance Committee or a designate(s) within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within seven (7) calendar days after the meeting.

#### Step 2

If the Employer's reply in Step 1 is unsatisfactory to the grievor, and the grievor and the union decide to submit the matter to arbitration, then such notice shall be made within seven (7) calendar days of receipt of the Step 1 decision. The notice of submission to arbitration must be in writing and set forth the information described in Step 1.

13.04 After a grievance has been initiated by the Union, the Employer's representative

shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the grieved Employees, without the consent of the Union.

### 13.05 Policy Grievance By the Employer or the Union

#### Step 1

If the Employer or the Union wishes to process a policy grievance the grievance must be submitted in writing to the Executive Director or President of the Union, respectively, within ten (10) days of the party becoming aware of the act giving rise to the grievance, and must set forth the following information:

- a) the nature of the grievance and the background circumstances;
- b) the remedy or correction required; and
- c) the section(s) of the Collective Agreement claimed to have been infringed.

#### Step 2

The party in receipt of the grievance must inform the other party of its decision with reasons within ten (10) business days of having received it. In the event that the grievance is not resolved in this time period, either party may submit the grievance to arbitration within ten (10) days.

### 13.06 Notice to Proceed to Arbitration

The written notice must contain the names of at least three persons who would be acceptable to act as a single arbitrator.

13.07 The time limits set out in Article 13 may be extended in writing with mutual consent of the parties.

### 13.08 Notice to Minister of Labour

If the parties fail to agree to a single arbitrator within seven days of service of the written notice of arbitration, either party may request that the Minister of Labour appoint an arbitrator.

### 13.09 Decision of Arbitrator

The decision of the single arbitrator is final and binding on the parties to the dispute. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the

provisions of this agreement. However, the Arbitrator shall have the power to substitute a penalty that to the arbitrator seems just and reasonable.

13.10 Expenses of Arbitrator

Each of the parties will bear equally the expense of the single arbitrator.

13.11 Preventive Mediation

The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour. Any discussions by the parties, or recommendations of the conciliator, shall be made without prejudice to any further proceedings. Any recommendation made by the conciliator shall not be binding on either party and either party shall retain the right to proceed to arbitration barring a satisfactory resolution to the grievance through mediation.

## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

14.01 Right to Have a Steward or Union Representative Present

Management Staff may suspend an employee but shall immediately report such suspension to the Executive Director. The Executive Director may dismiss an Employee. In the absence of, and in consultation with the Executive Director, the Assistant Executive Director may dismiss an Employee. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of **their** Steward or Union Representative.

14.02 Warning

Whenever the Employer or management staff deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring **their** work up to a required standard by a given date, the Employer shall, within the ten (10) days thereafter, give written particulars of such censure to the secretary of the Union, with a copy to the Employee involved.

14.03 Personnel Records

The Employee shall have the right to review their personnel records with the Employer upon request and may initial and date the documents **they review**.

14.04 Suspension with Pay

If an employee is accused of inappropriate behavior toward a resident or co-worker, the employee shall immediately be suspended with pay pending the result of the investigation. The Union will be notified at the time of suspension.

14.05 Adverse Reports

A disciplinary record shall not be used against an employee after twenty-four (24) months of work have elapsed, providing a warning, reprimand or suspension relating to the same or similar offence has not been given within that period.

14.06 Just Cause

The Employer shall not be required to discharge or discriminate against any Employee to whom membership in the Union has been refused or terminated, unless the Employer agrees that the grounds advanced by the Union for refusing or terminating the membership are just and reasonable. Failing such agreement, the matter may be referred to an arbitrator pursuant to Article 13 of this agreement. The arbitrator shall determine whether the grounds upon which the Union refused or terminated the membership of the Employee were sufficiently reasonable and just to justify the Employee's discharge by the Employer.

## ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority shall be in accordance with Appendix "B" paragraph **2(b)** ~~2(d)~~; otherwise seniority will be since the Employee's first paid shift.

15.02 Principle of Seniority in Lay-off, Recall and Job Postings

The Company and the Union accept the principles of seniority in lay-off, recall and job postings and agree that if an Employee has the necessary qualifications for a position, then length of seniority will govern. For the purpose of this agreement, "qualifications" means the skill, ability, knowledge and physical fitness to perform all the requirements of the position.

15.03 Seniority Probationary Period

Upon successful completion of the **six hundred and eighty (680)** ~~six hundred and forty (640)~~ hour probationary period, the employee's name shall be placed on the regular full-time/regular part-time seniority list in accordance with Article 15.01.

#### 15.04 SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD

Once an employee has completed the probationary period, the employee shall be entitled to the rights and benefits of this agreement in accordance with Article 3.01(d), (e), (f). The probationary period shall be considered as time worked in determining applicable benefits.

#### 15.05 Lay-off or Dismissal of Probationary Employee

There shall be no responsibility on the part of the Employer with respect to the employment of Probationary Employees should they be laid off for lack of work or discharged during the probationary period, and in such cases Probationary Employees may not avail themselves of the grievance and arbitration procedure. However, the Employer shall inform Probationary Employees, in writing, as to whether they have been discharged or laid off and the reasons for this.

#### 15.06 Posting of Seniority List

The regular full-time and part-time seniority list shall be posted in each home on April 15 and October 15 of each year. The list will indicate the Employee's name, status, classification and seniority date.

#### 15.07 Loss of Seniority

An Employee will be deemed to be terminated and will lose all seniority rights and privileges and the Employer shall have no further obligation to the Employee in the event that the Employee:

- (a) voluntarily quits;
- (b) is discharged and not subsequently reinstated;
- (c) takes employment other than that declared and agreed upon for a leave of absence;
- (d) is absent without leave for two days without permission or without a reasonable excuse;
- (e) has been laid off and has refused to return to work within 48 hours after being contacted at the Employee's last known address by registered mail and the Employee will be allowed no more than three days from the date of notification to report for duty; it shall be the responsibility of the Employee

- to keep the Employer informed at all times as to **their** correct home address;
- (f) is laid off and not recalled for a period of twelve consecutive months;
  - (g) has been absent from work by reason of a medically certified illness or injury whether or not it is work related for a consecutive 24-month period and efforts to accommodate the employee have been unsuccessful; or
  - (h) employee resigns.

#### 15.08 Seniority

- a) Seniority shall be used within each home in determining:
  - (i) preference in vacation time; and
  - (ii) preference of available shifts.
- b) For the purpose of this article, "available shift" shall mean those shifts which remain available after the Scheduling Coordinator has completed the weekly schedule.
- c) A Regular Part-time Employee shall not be eligible to be assigned vacant hours if the assignment of the shift would put the employee into overtime. It is the employee's responsibility to ensure **they do** not fill vacant hours to the extent that overtime would result and to advise the person calling to fill the shift that **they are** ineligible to work the vacant hours.

#### 15.09 Transfer and Seniority Outside of Bargaining Unit

If an employee accepts a management position outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while in the management position. **They** shall retain seniority accumulated up to the date of leaving the unit. If the employee returns to the bargaining unit within twelve (12) consecutive months, **they** shall be returned to **their** former position. If the employee does not return to the bargaining unit within the twelve (12) month period all seniority shall be lost. The twelve (12) month period may be extended by mutual agreement of the parties.

## ARTICLE 16 - JOB POSTING

### 16.01 Job Postings

- (a) (i) When a permanent vacancy occurs, or a new position is created within the Bargaining Unit, it will be posted for a period of not less than seven (7) working days and employees may apply for this position. In making the selection for the job, the employer will award the position to the applicant with the greatest seniority, having the required qualifications and ability to do the job. If the successful candidate is currently on leave, the Employer will fill the position on a temporary basis in accordance with (b) i, ii of this article until the successful member returns to assume their position. Any subsequent vacancies created by this posting need not be posted, but will be offered on the basis of seniority, subject to qualifications and ability, to the applicants who applied for the original posted position.
- (ii) Notwithstanding Article 16.01(a)(i) and for greater clarity, temporarily funded hours will not be posted on a permanent basis, notwithstanding that the temporary funding may continue for an extensive period of time.
- (b) (i) When a regular position is vacant due to the absence of a Regular Employee or due to temporary work load requirements, and where the vacancy will be for more that ninety (90) calendar days it shall be posted in accordance with (a) above. Any subsequent temporary vacancies created by this posting need not be posted, but will be offered on the basis of seniority, subject to qualifications and ability, to the applicants who applied for the original temporary posted position.
- (ii) When a regular position will be temporarily vacant due to a Regular Employee on leave of absence (excluding short term leaves such as vacation, banked time, etc.) or due to temporary work load requirements, and where the vacancy will be for less than ninety (90) calendar days, the position will be offered by seniority first to Regular Part Time Employees and then Casual employees, subject to qualifications and ability. For greater clarity, the position will only be offered to Regular Part Time Employees on the seniority list with fewer contracted hours than the vacant position.

### 16.02 Trial Period

- (a) Pursuant to Article 16.01 (a) above, the successful applicant shall be given a trial period of up to three hundred and twenty (320) hours. Conditional on satisfactory service, the Employee shall be declared permanent after the

period of three hundred and twenty (320) hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to continue to perform the duties of the new job, **they** shall be returned to **their** former position and wage rate, without loss of seniority. The Employer's decision to terminate the trial period and return the applicant to **their** former position shall not be grievable. Any other Employee affected because of the rearrangement of positions will also be returned to **their** former position and wage rate, without loss of seniority.

- (b) An Employee who determines that **they are** unable to perform the duties of the new position in a satisfactory manner **or are unsuitable for the position** shall be returned to **their** former position pursuant to (a) above, providing **they** requests same in writing, setting out the particular aspects of the job that the Employee is unable to satisfactorily perform **or why they are unsuitable**.

#### 16.03 Hiring from Outside of Bargaining Unit

In the event there are no successful candidates, the Employer may hire from outside.

#### 16.04 Temporary Positions

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

#### 16.05 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 16.01.**

## **ARTICLE 17 - LAY-OFF AND RECALL**

### **17.01 Layoffs**

- a) For Regular Full Time Employees, layoff shall mean any reduction in hours of a position or the elimination of a position.
- b) For Regular Part Time Employees, layoff shall mean a reduction in regularly scheduled weekly hours greater than five hours per week for a period in excess of twenty (20) working days or the elimination of a position.

17.02 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 17.03.

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

17.03 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.

17.04 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.

17.05 Recall

- a) Where an employee is laid off, **they** shall have **their** 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 recalled for a job in order of seniority provided that they are qualified for the job for which they are recalled and are subject to a trial period of ten (10) scheduled shifts. An employee who does not complete the trial period successfully shall be returned to layoff status.
- d) An employee on the recall list shall be eligible for any casual shifts for which **they are** qualified and for which **they have** declared **their** availability. Neither the acceptance, nor the declining of one or more casual shifts shall affect an employee's recall rights.
- e) An employee on the recall list who is successful in applying to a permanent vacancy shall have **their** name removed from the recall list.

17.06 Right to Reinstatement to Previous Position

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

17.07 Continuation of Benefits

An employee shall be given the right to continue **their** 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.

17.08 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.

17.09 No new employees will be hired until those laid off have been given an opportunity of recall.

## **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

18.01 Computation of Straight Time and Overtime

The purpose of this section is to provide for the computation of straight time and overtime.

18.02 Regular Hours of Work

The regular hours of work for Full-time Employees, including meal periods, forty (40) hours per week or 80 hours bi-weekly.

18.03 Break Periods

The regular hours of work must include two rest periods of 15 minutes each. If, however, at the time the Employee wishes to take a break, there is no relief person available, the Employee will take such break at a time when the resident care will not be compromised.

18.04 Paid Meal Breaks

Provided Employees are working directly with residents in the homes, the Employer shall provide meals to employees at the Employer's expense. The Employer shall allow one-half (½) hour paid meal break. The meals shall be from the planned menu provided for residents in each home.

18.05 Days Off

Employees may be required to work on various shifts throughout the 24-hour period of the day and the seven days of the week, with two consecutive days off, if possible.

#### 18.06 Exchange of Shifts

Regular full time and Regular part time employees may exchange shifts of equal hours within the same pay period and provided that a written request has been submitted by the Employees and approval of the exchange has been given by the Resident Care Co-ordinator. Under exceptional conditions, employees may verbally notify the Resident Care Co-ordinator. The exchange must be recorded on the shift schedule.

#### 18.07 Authorized Overtime

Overtime is all time authorized by the Employer and worked by a Regular Full-time Employee or Regular Part-time Employee in excess of their regularly scheduled shift or in excess of eighty (80) hours in a bi-weekly period. The regularly scheduled shift must be a minimum of eight (8) hours per day in order to entitle the employee to overtime pay for excess hours worked. Overtime periods of one-half hour or less need not be recorded or paid for, however, overtime periods in excess of one-half hour shall be paid for in full.

#### 18.08 Overtime in Order of Seniority

The Resident Care Co-ordinator shall designate or authorize overtime in order of seniority of those employees working the shift unless the circumstances are beyond the Employer's control.

#### 18.09 Recording of Individual's Overtime

Overtime shall be recorded on the individual's time sheet and initialed by the Resident Care Co-ordinator.

#### 18.10 Overtime Rate

Regular Full-time and Regular Part-time Employees shall receive one and one-half (1½) times the applicable basic hourly rate for scheduled overtime worked.

18.11 No employee shall work or be scheduled to work longer than twelve (12) consecutive hours or sixteen (16) hours within a twenty-four (24) hour consecutive period absent extenuating circumstances.

#### 18.12 Minimum Call Out

- (a) An Employee who is called in or an Employee who is called in an emergency situation, shall be paid for a minimum of three (3) hours at the regular rate unless the hours result in overtime, in which case the Employee shall be paid at the overtime rate. When the work called back for is completed, the Employee shall be allowed to leave.
- (b) If the Employee is called in early or is required to stay late for **their** shift this provision does not apply and the Employee will be paid at the applicable rate of pay.

#### 18.13 Time off in Lieu of Overtime

Upon request, and subject to Article 18.16, an Employee will be granted time off in lieu of overtime.

#### 18.14 No Lay-off to Equalize Regular Hours

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

#### 18.15 Banked Hours

(a) Pursuant to Articles 18.14 and 19.05:

- (i) Full Time Employees may bank a maximum of eight five (85) hours in lieu time. Upon attaining the eighty five (85) hour threshold, hours in excess of the maximum shall be paid out at the time the hours were worked.
  - (ii) Part Time Employees will be subject to (i) above, except the maximum hours banked shall be seventy five (75).
- (b) An employee who provides the Employer with at least seven (7) work days notice for use of banked hours, shall be granted the requested time off except the period of July 15<sup>th</sup> to August 15<sup>th</sup> when operational requirement may limit the Employer's ability to grant said leave request(s). In any case the Employer will make reasonable effort to grant the leave request.
  - (c) An employee who provides the Employer with less than seven (7) work days notice, but a minimum of three (3) work days notice, may be granted the requested, subject to operational requirements.
  - (d) An employee who provides the Employer with less than three (3) work days notice may, under exceptional conditions, be granted the request, but such

decision is at the sole discretion of the Resident Care Co-ordinator.

- (e) For the purpose of Articles 18.16 (b), (c) and (d) work day shall exclude weekends and General Holidays and notice for use of banked hours must be in writing.
- (f) **The Employer will agree to provide a list of banked hours to all employees on a monthly basis.**

18.16 An employee who may be required to leave work because of illness will be paid for the full shift if they have worked fifty percent (50%) of the shift.

18.17 (a) No shift shall be for a period of less than three hours except for regularly scheduled shifts. A regular scheduled shift that is vacant will be filled at the actual scheduled hours.

- (b) No additional regular scheduled shifts of less than three hours shall be created.

18.18 Night Sleep Shift

(a) Night Sleep Pay Rate – An employee working a night sleep shift shall be paid the Nova Scotia minimum wage rate for each hour of the night sleep and 50% of the night sleep hours shall be credited to bi-weekly hours of work pursuant to Article 18.

(b) Pay Rate for Awake Hours During a Night Sleep Shift - If a resident requires the assistance of an employee during the night sleep period, the employee shall be compensated at the employee's regular rate of pay (rounded to the nearest thirty (30) minutes) for the awake time worked. In order to qualify for the regular pay rate the employee must complete the required documentation detailing the particulars of the assistance provided. For greater clarity, being awakened at night does not qualify for the regular rate of pay where assistance to a resident is not required or provided.

**18.19 Employees required to take residents outside of the resident's home for overnight visits shall be paid based on the hours of work required, which shall be based on the hours required to support the resident.**

## **ARTICLE 19 - GENERAL HOLIDAYS**

19.01 The Employer recognizes each of the following as an eight (8) hour paid holiday

for each full-time employee:

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

#### 19.02 Full-Time Employees

- (a) When a holiday listed in Article 19.01 falls on a full-time employee's scheduled day off, the employee shall receive another day off with pay pursuant to Article 19.01.
- (b) When the holiday falls on a full-time employee's scheduled work day, the employee shall be paid one and one half (1 ½ ) times the regular rate for each hour worked on the holiday and receive another day off pursuant to Article 19.01.

#### 19.03 Part Time Employees

- (a) Part Time Employees shall be paid for the holidays listed in Article 19.01 on a pro rata basis, calculated as follows:

$$\frac{\text{Hours worked in previous 30 days}}{173} \times 8 \text{ hours} =$$

- (b) When a holiday falls on a Part Time Employee's scheduled day of work, the employee shall be paid one and one half (1 ½ ) times the regular rate for each hour worked on the holiday and be paid for the holiday pursuant to (a) above or be granted equivalent time off pursuant to Article 19.04.

19.04 Subject to Article 18.15, an Employee will be granted time off in lieu of the holiday at a time mutually agreed between the Employee and the Resident Care Co-ordinator.

#### 19.05 Time Off in Lieu of Holiday

Upon request, a regular full time and regular part time employee will be granted time off in lieu of holiday. The regular full time and regular part time employee and their Resident Care Co-ordinator shall attempt to reach mutual agreement with respect to time at which the employee shall take such time off. When holiday hours

accrued exceed the hours as set out in Article 18.15(a)(i) and (ii), such hours will be paid in full. The maximum hours accrued is made up of overtime hours and holiday hours.

## ARTICLE 20 - ANNUAL VACATION

### 20.01 (a) Vacation Time

Employees shall earn vacation with pay for time worked at the following rates:

- (1) Employees with one (1) year of continuous service shall be entitled to vacation with pay at the rate of 4% of time worked.
- (2) Employees with more than one (1) year of continuous service but less than ten (10) years of continuous service shall be entitled to vacation with pay at the rate of 6% of time worked.
- (3) Employees with more than ten (10) years of continuous service shall be entitled to vacation with pay at a rate of 8% for time worked.
- (4) Employee with more than twenty five (25) years of continuous service shall be entitled to vacation with pay at a rate of 10% for time worked.**

For the purpose of this Article time worked will include utilized vacation credits, utilized holiday credits, and utilized sick day credits.

- (b) The vacation year shall be April 1 to March 31.
- (c) An Employee may, with consent of the Employer, carry over forty (40) hours vacation to the following year.

### 20.02 Scheduling of Vacation

Vacation will be scheduled in accordance with the needs of the Homes and the Residents and preference will be given by seniority to Employees at each home where practicable.

### 20.03 (a) Summer Period (June 15 - September 15)

- (i) In scheduling vacation for the summer period, senior employees shall have preference, subject to operational requirements.
  - (ii) Employees must submit their request for summer vacation by April 15 on the "Request for Leave" form. Not later than May 15, the Employer will post the vacation roster setting out the approved vacation periods. Should an employee neglect to complete the "Request for Leave" form by the required date, **they** shall forfeit the right to vacation for the summer period.
  - (iii) No employee shall be granted more than eighty (80) hours of vacation until all employees have had the opportunity to choose vacation time during the summer period.
  - (iv) Vacation leave during the summer period shall not be granted for less than one shift.
- (b) Christmas Period (December 15 – January 5)
- Employees must submit vacation requests for the Christmas period by October 31 on the "Request for Leave" form as per the conditions outlined in 20.03 (a) (ii) and vacation leave shall be granted by seniority subject to operational requirements.
- (c) Remainder of the Year
- (i) Vacation requests outside the summer and Christmas periods must be submitted to the Employer at least fourteen (14) days prior to the start of the requested vacation time and the vacation request shall be granted, provided two (2) or more employees do not request the vacation leave for the same date.
  - (ii) Where two (2) or more employees request the same vacation leave, the vacation leave shall be granted to the senior employee. Further vacation leave for that date shall be granted by seniority, subject to operational requirements and the fourteen (14) day notice period.
  - (iii) In extenuating circumstances, the Employer will consider vacation requests that are received without the fourteen (14) days notice; however, the request will only be granted where operational requirements permit. Extenuating circumstances shall mean unforeseen personal situations that arise where fourteen (14) days

notice would not have been possible.

#### 20.04 Death in Family

In the event an Employee becomes eligible for bereavement leave for immediate family, as defined in Article 23.01, during their vacation period, such leave shall be converted to bereavement leave and the Employee will be credited with equal vacation hours lost due to such leave.

#### 20.05 Hospitalization during Vacation

Where an Employee qualifies for sick leave due to hospitalization during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or re-instated for use at a later date.

#### 20.06 Holidays during Vacation

Where an Employee qualifies for a holiday during **their** period of vacation, there shall be no deduction from vacation credits for such absence.

#### 20.07 Resident Vacations

Employees required to take residents on vacation overnight and holidays overnight, shall be paid sixteen (16) hours of twenty-four (24) hours at the regular straight time.

### **ARTICLE 21 - SICK LEAVE**

21.01 Employees shall earn sick leave of eight (8) hours for each one hundred sixty-eight (168) hours work for the Employer to a maximum of one hundred sixty (160) hours for regular full time employees and one hundred twenty (120) hours for regular part time employees.

#### 21.02 Medical Certificate

The Employer may require the Employee to produce a medical certificate upon return to work.

### **ARTICLE 22 - JURY AND WITNESS LEAVE**

#### 22.01 Jury and Witness Leave

The Employer shall grant a leave of absence without loss of seniority and benefits to an Employee who is subpoenaed as a witness in a civil case in which the Employer has an interest or who serves as a juror in any court to a maximum of 160 hours. The Employer shall pay to the Employee the difference between normal earnings and the payment received for jury or witness duty, excluding payment for travelling, meals or other expenses. The Employee will present the proof of service and the amount of pay received to the Employer. It is the responsibility of the Employee to advise **their** supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any court.

## **ARTICLE 23 - BEREAVEMENT LEAVE**

### **23.01 Number of Days Bereavement Leave**

An Employee who has completed the probationary period shall be granted a maximum of:

- (a) five (5) consecutive days' bereavement leave without loss of pay or benefits, in the case of a death of the Employee's parent, step- parent, spouse, sister, brother, fiancé, child, step- child or grandchild. One of these days shall be the day of the funeral.
- (b) three (3) consecutive days' bereavement leave without loss of pay or benefits for the death of the Employee's parent-in-law, sister-in-law, brother-in-law, grandparent, son-in-law or daughter-in-law. One of these days shall be the day of the funeral.
- (c) one (1) day bereavement leave without loss of pay or benefits for the death of the Employee's aunt, uncle, niece, and nephew.

### **23.02 Additional Leave**

An employee shall be granted an additional two (2) paid days to attend a funeral off Cape Breton Island for the death of any relative described in paragraph (a), (b), or (c) above.

## **ARTICLE 24 - MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **24.01 Inability to carry out Assignment**

A pregnant Employee shall not continue **their** position when **their** ability to carry out **their** assignment is limited by **their** pregnancy.

#### 24.02 Service and Seniority During Maternity

During the maternity leave, the Employee shall be entitled to accumulate service and seniority in accordance with the collective agreement.

#### 24.03 Benefits during Maternity Leave

When an Employee on maternity leave elects to continue **their** group health & dental plan coverage, the Employer shall continue to cost share its portion of the premiums for the first three months of the leave. For subsequent months the Employee shall pay the full premium costs of the plans. Employee premium will be paid to the Employer by post dated monthly cheques.

#### 24.04 Notice to Return to Work

An Employee wishing to resume **their** employment on the expiration of maternity leave shall give **their** supervisor two weeks' notice in writing of the day **they intend** to return to work. The Employee shall be reinstated to the same or similar position held at the time maternity leave commenced, at not less than the same salary and other benefits as had accrued to the Employee prior to commencing maternity leave.

#### 24.05 Notice to Employer

The Employee shall give, where possible, written notice of at least two weeks before the Employee can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the Employer shall be given written notice as soon as is practicable upon receiving notice of adoption.

#### 24.06 Parental Leave

An Employee shall be entitled to maternity, adoption and parental leave in accordance with the Nova Scotia Labour Standards Code.

#### 24.07 Compassionate Care Leave:

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

- 
- The spouse of the employee;
  - A child of the employee or a child of the employee's spouse;
  - A parent of the employee;
  - The spouse of a parent of the employee, or
  - Any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code.
- (b) Where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks for the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate.
- (c) The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six (26) week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:
- The recipient of the care or support dies, or
  - The expiration of the twenty-six (26) week period.
- (d) An employee who intends to take this leave will advise the Employer as soon as possible. The Employer will grant the employee the option of maintaining a benefit plan in which the employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and will notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain the benefit plan, the employee will enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer will process the documentation and payments as arranged.

## **ARTICLE 25 - LEAVES OF ABSENCE**

### **25.01 Leave without Pay**

An Employee who has completed the probationary period, may be entitled to leave

of absence without pay and without loss of seniority for a maximum of ninety (90) days when **they request** such leave for good and sufficient cause at the discretion of the Employer. Such requests shall be in writing and approved by the Employer. Such approval shall not be unreasonably denied.

#### 25.02 Leave Extensions

The leave of absence may be extended for additional periods of 30 calendar days when approved by the Employer in writing. Seniority shall accrue during the extension.

#### 25.03 Prior Permission

If any Employee on a leave of absence is engaged in gainful employment without prior written permission from both the Employer and the Union, the Employee shall forfeit **their** seniority and the Employee's name will be stricken from the seniority list. The individual will no longer be considered to be an Employee of the Company.

#### 25.04 Leave for Citizenship Application

An Employee shall be allowed the necessary time off with pay to process **their** Canadian Citizenship Application.

#### 25.05 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that Regular Employees with two (2) years of employment who wish to further their education, shall be permitted up to two (2) years of education leave without pay. The Employee shall be placed in a position equivalent to that which they held prior to the education leave.

#### 25.06 Leave for Union or Public Duties

- (a) An employee shall be allowed a leave of absence without pay and without loss of seniority during **their** candidacy during a federal, provincial, or municipal election and during **their** first term of office.
- (b) An employee who is elected or selected for a full-time position with the Union, the Federation of Labour or the Canadian Labour Congress, shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed on request for a maximum of two years.

#### 25.07 For an Employee on leave of absence without pay, any benefits based on service

shall be retained but will not accumulate during the leave. Seniority shall accrue during the period of the leave.

#### 25.08 Leave for Storm or Hazardous Conditions

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

1. Take 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 scheduling allows.

#### 25.09 Domestic Violence Leave

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

### **ARTICLE 26 - WAGES AND CLASSIFICATIONS**

#### 26.01 Wages

The Employer agrees to pay, and the Union agrees to accept for the term of this agreement, the wages set out in Appendix "A".

#### 26.02 Rate of Pay for New Position and/or Change in Duties of Existing Position

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. The Employer agrees to discuss with the Union the rate of pay for any new or changed job prior to the rate being installed. If the parties fail to agree on the new rate, they shall install the new rate proposed by the Employer and the Union shall have the right to grieve whether or not the rate is appropriate. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

#### 26.03 Payment of Wages Bi-Weekly

The Employer agrees that all employees will be paid bi-weekly on Thursdays. The bi-weekly pay shall be by direct deposit for all employees. All employees are responsible for accurately completing a time sheet and documentation for shifts worked in corresponding homes deemed necessary by the Resident Care Co-ordinator. The time sheets must be completed by midnight Sunday following the end of each pay period.

## **ARTICLE 27 - GROUP INSURANCE**

### **27.01 Group Benefit Plans**

The Employer shall provide for group life, accidental death and dismemberment (AD&D), dependent life, health and dental insurance benefits.

### **27.02 Cost Sharing**

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

### **27.03 Participation for Life and AD&D**

Participation shall be mandatory for life and AD&D.

### **27.04 Participation for Medical and Dental**

Participation in the health and dental insurance plans shall be mandatory except for those Employees whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.

### **27.05 Eligibility for Plan Participation**

Notwithstanding the foregoing, eligibility for plan participation shall be as outlined in the plan policies. Regular part-time Employees must work at least twenty-four (24) hours per week on a continuous basis.

### **27.06 Commencing Coverage and Termination of Coverage**

The Employee's coverage for benefits will commence on the first day of the month

immediately following the month in which the Employee completes the probationary period set out in this agreement. Coverage of an Employee terminates upon the earlier of:

- (a) the termination of this agreement;
- (b) the termination of seniority in accordance with section 15.07 of this agreement;
- (c) if the Employee is on lay-off, the first day of the month on or after 30 calendar days from the Employee's last day of actual work for the Company;  
or
- (d) if the Employee is on unpaid leave, the first day of the first month on or after such leave commences, subject to eligibility requirements in the insurance policy.

However, Employees on lay-off or a leave of absence may elect to prepay by postdated cheques the full cost of the benefits coverage, including both the Employee and the Employer share of the premium, subject to eligibility requirements of the insurance policies. Upon payment, the Employee's benefits will continue.

#### 27.07 Responsibility of Company

The Company's responsibility under this section is limited to the payment of premiums to purchase insurance. The Company has no liability for the failure or refusal of the insurance carrier to honour an Employee's claim or to pay benefits and no such action on the part of the insurance carrier will constitute a breach of this agreement by the Company. The Company is not responsible for paying any benefits under this section. No dispute arising under or related to this section will be subject to the grievance and arbitration procedures, except where the Company has failed to pay the premiums required to purchase the insurance coverage.

### **ARTICLE 28 - NO STRIKE OR LOCK-OUT**

28.01 The parties will not engage in a strike or lock-out during the currency of this collective agreement.

### **ARTICLE 29 - GENERAL**

29.01 Proper Accommodations

Proper accommodations shall be made for employees to have their fifteen (15) minute rest periods in the homes and store and change their clothes in homes where separate space is available.

#### 29.02 Travel Rates

Travel rates paid to an employee using **their** own automobile for the Employer's business shall be at the rate as set by the Department of Community Services, from time to time.

#### 29.03 Mandatory Training

The Employer will make available to all employees the opportunity to attend all mandatory courses. Time spent attending this course will be considered time worked. The Employer will assume all cost, if any, of this course; **however, an employee that does not attend scheduled training may will be required to complete said training at their own cost and time.**

#### 29.04 Bulletin Boards

The Employer shall provide bulletin boards in the office of each home, not in the living quarters. The bulletin boards shall be placed in a discrete area of the home such that all Employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as it may be of interest to the Employees.

#### 29.05 Printing of Collective Agreements

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 Employer and the Union shall equally share the cost of printing sufficient copies of the Agreement in booklet form in a Union shop, if possible.

#### 29.06 Gender

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

#### 29.07 Work Requirements of Employees

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be

asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

#### 29.08 Clothing and Personal Items Allowance

Where the personal property of an employee, necessary to the performance of the employee's duties, is damaged by the client in the execution of these duties, the Executive Director shall arrange to reimburse the employee, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items are watches, glasses and clothing; and damage to an employee's automobile, by the client, which occurs while transporting the client at the direction of the Employer.

29.09 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. Any changes to the Agreement must be in writing and signed by both parties.

#### 29.10 Workplace Violence

**The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Parties 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.**

**e) NO REPRISALS**

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

## **ARTICLE 30 - NEW POSITION**

**30.01** Where the Employer intends to introduce a new bargaining unit position into the workplace, the Employer shall provide to the Union, in advance of such introduction, a completed job description and a proposed wage rate or wage grid. In the event that the Union does not agree with the wage rate or wage grid, the Union may negotiate the wage rate or wage grid with the Employer and, failing

successful negotiations, may refer the dispute in wages to arbitration in accordance with Article 13 of this Agreement. In the interim, the Employer may post and fill the position subject to the arbitration board having the power to set the wage rate or wage grid in addition to any other powers it would otherwise have under Article 13.

## ARTICLE 31 - PENSION PLAN

### 31.01 Contributions

The Employer shall provide a defined contribution registered pension plan (RPP). An eligible Employee shall contribute five (5%) per cent of the Employee's regular wages to the RPP and the Employer shall match the Employee's contribution.

### 31.02 Participation Mandatory

Participation in the RPP shall be mandatory for eligible Employees.

## ARTICLE 32 - SHIFT AND WEEKEND PREMIUMS

### 32.01 Shift Premiums

Effective date of ratification, Employees shall receive a shift premium of **three dollars and fifty cents (\$3.50)** per hour for all hours worked between 1900 and 0700 hours. Effective **April 1, 2025**, Employees shall receive a shift premium of **four dollars (\$4.00)** per hour for all hours worked between 1900 and 0700 hours.

### 32.02 Weekend Premiums

Effective date of ratification, Employees shall receive a weekend premium of **three dollars and fifty cents (\$3.50)** per hour for all hours worked between midnight Friday and midnight Sunday. Effective **April 1, 2025**, Employees shall receive a shift premium of **four dollars (\$4.00)** per hour for all hours worked between midnight Friday and midnight Sunday.

32.03 Shift and weekend premiums shall apply to night awake shifts but shall not apply to night sleep shifts.

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

### **ARTICLE 33 - WORKERS' COMPENSATION**

- 33.01 When an Employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the Employee equal to the difference between the 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 **their** income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as 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.
- 33.02 The Employer and the Employee shall continue to cost-share the premiums of the group health benefit plan and group life insurance while an Employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- 33.03 An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 33.04 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.
- 33.05 An Employee shall not accrue any other benefits while on Workers' Compensation.
- 33.06 An Employee who participates in an ease back or return to work program following a period of WCB shall be paid **their** regular hourly rate for all times spent at the work place unless the Employee continues to receive WCB benefits for the time worked.

### **ARTICLE 34 - TERM OF AGREEMENT**

- 34.01 Effective Date of Agreement

This agreement shall be effective from **April 1, 2021 to March 31, 2026**.

**34.02 Renew or Amend Agreement**

The Agreement shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

**34.03 Agreement Not Amended**

In the event notice to renew or amend this agreement is not given pursuant to clause (2), this agreement will be renewed from year to year thereafter.

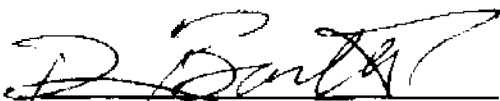
34.04 (a) Unless expressly stated otherwise, retroactivity shall only apply to the wage rate outlined in Appendix A. Wages will be retroactive to **April 1, 2021**.

(b) An employee who terminated employment with the Employer prior to this agreement shall be entitled to a retroactive wage payment in accordance with this article if **they provide** the Employer with a written request for such payment within thirty (30) days of the signing of this agreement.

DATED at Sydney, Nova Scotia, this 5 day of June, 2024.

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4172

SOCIETY FOR TREATMENT OF AUTISM



**DARREN BARLETT**  
**PRESIDENT**



**DENISE WHALEN**  
**EXECUTIVE DIRECTOR**

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## APPENDIX A

### Hourly Wage Rate

#### Residential Rehabilitation Worker

April 1, 2021 (1.5%)	\$20.63
April 1, 2022	
Step 1	\$21.79
Step 2	\$22.24
Step 3	\$22.69
Step 4	\$23.16
Step 5	\$23.63
April 1, 2023 (3.0%)	
Step 1	\$22.45
Step 2	\$22.91
Step 3	\$23.37
Step 4	\$23.85
Step 5	\$24.34
March 31, 2024 (0.5%)	
Step 1	\$22.56
Step 2	\$23.02
Step 3	\$23.49
Step 4	\$23.97
Step 5	\$24.46
April 1, 2024 (3.0%)	
Step 1	\$23.24
Step 2	\$23.71
Step 3	\$24.19
Step 4	\$24.69
Step 5	\$25.19
April 1, 2025 (2.0%)	
Step 1	\$23.70
Step 2	\$24.18
Step 3	\$24.68
Step 4	\$25.18
Step 5	\$25.70

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

## APPENDIX 'B'

### 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 regular 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 September 16<sup>th</sup> to March 15<sup>th</sup> and five hundred (500) hours during the period March 16<sup>th</sup> to September 15<sup>th</sup>. 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 maintain their seniority date but shall be placed a maximum of five (5) positions lower on the casual list for a period of the following period. For example, if a casual employee does not make their hours in the time period of September 16<sup>th</sup> to March 15<sup>th</sup>, they would be placed lower on the list for the period of March 16<sup>th</sup> to September 15<sup>th</sup> and vice versa. Once the lower period has been served, they would revert back to their position on the list as before.
  - (c)
    - (i) Casual's shall be called for casual work which becomes available by seniority. Seniority shall be as at April and October 15<sup>th</sup> of each year.
    - (ii) A no answer or refusal to work shall be considered the casual Employee's call.
  - (d) When a Casual is awarded a permanent position with the Employer the Employee's new seniority date (for the permanent list) shall revert back to the most recent date of hire (into the Casual position).
- (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 24.
- (f) The Employer shall post the casual seniority list on April 15 and October 15 of each year. Casual employees shall have thirty (30) calendar days from date of posting to review the list and advise of inaccuracies. Following the 30-day period, the list will be deemed accurate and complete.
- (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) They shall be paid the same rate of pay for the position as set out in Schedule A attached hereto;
- (5)
  - (a) They shall receive vacation pay at the rate of four percent (4%) to be paid with each pay received from the Employer. Upon signing this agreement and conditional upon a casual employee having eight years of continuous employment with the Employer, the casual employee will be entitled to six percent (6%) vacation pay;
  - (b) They shall receive shift and weekend premium in accordance with Article 32.
- (6) They shall be entitled to holidays in accordance with the Labour Standards Code;
- (7) They shall only be entitled to grieve the matters contained in paragraphs 1 through 7.
- (8) TEMPORARY EMPLOYEES
  - A) Notwithstanding the definition of employee in Article 3.01 (j), a casual

employee appointed to a temporary position pursuant to Article 16.01(b)(i) shall be covered by the following provisions of the collective agreement, in addition to those set out in paragraphs 1 through 6 above:

Article 13 - Grievance and Arbitration Procedure

Article 14 - Discharge, Suspension, and Discipline

- 14.01 Prior to the imposition of discipline or discharge, the casual employee shall be given the reason in the presence of **their** steward or Union Representative.
- 14.02 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.
- 14.03 The Employee shall have the right to review their personnel records with the Employer upon request and may initial and date the documents **they review**.

Article 18 Hours of Work and Overtime

- 18.01 – 18.16
- 18.16 Banked Hours

Article 19 - General Holiday

Article 20 - Vacation, The Temporary Employee shall earn vacation in accordance with Article 20.01 of the collective agreement as vacation pay which may, at request of the employee, be banked and taken as vacation leave at a time mutually agreed between the Employee and Employer. Remainder of Article in its entirety.

Article 21 - Sick Leave, except 21.03

Article 23 - Bereavement Leave

Article 24 - Maternity, Adoption, and Parental Leave, except 24.03,  
24.04

Article 32 - Shift and Weekend Premium

B) Seniority

The Temporary Employee shall continue to accrue seniority in accordance with paragraph (2)(b) above – Casual Seniority.

- C) (i) On completion of the temporary position the temporary employee shall be returned to **their** 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.

## APPENDIX 'C'

### MEMORANDUM OF UNDERSTANDING

#### RE: ARTICLE 15.08 (a) (ii)

1. It is agreed that the parties should make every reasonable effort to maximize the hours worked by Regular Part-Time, Temporary Part-Time and Casual Employee's. Therefore, a Regular Part-Time, Temporary Part-Time or Casual Employee who has been scheduled to work a vacant shift may opt to drop that vacant shift and replace it with another shift subject to the following conditions:
  - (a) The replacement shift must be at least three (3) hours longer than the dropped shift.  
and
  - (b) The Employer must receive at least forty-eight (48) hours notice from the commencement of the longer shift.  
and
  - (c) The longer shift and the shorter shift must be scheduled such that the Employee would be unable to work both shifts.  
and
  - (d) No replacement shift will be permitted where the Employee has been scheduled for forty (40) hours, regardless of length of shift.
2. Pursuant to Article 15.08 (c.) and for greater clarity, no Employee who has been scheduled to work a vacant shift shall be eligible to drop that vacant shift for a longer shift if such a change would exceed forty (40) hours.
3. For the avoidance of doubt, Appendix 'E' applies only to the filling of vacant shifts and under no circumstances will a Part-Time or Temporary Part-Time Employee be permitted to drop a regularly scheduled shift associated with that Employee's regular position.

## **APPENDIX 'D'**

### **MEMORADUM OF UNDERSTANDING**

#### **RE: ARTICLE 15.01 (b)**

Notwithstanding Article 15.01 (b), when a position is posted in accordance with article 16.01 (a) or 16.01 (b) (i), the seniority of a casual employee applying for the position shall be deemed equivalent to permanent seniority for the purpose of that job posting only.

## **NEW – MEMORANDUM OF AGREEMENT**

**The Society For Treatment Of Autism (NS) AND CUPE Local 4172**

### **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.**

## **NEW – MEMORANDUM OF AGREEMENT**

**The Society For Treatment Of Autism (NS) AND CUPE Local 4172**

### **Retirement Benefit Enhancements**

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

#### **Registered Retirement Savings Plans**

**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:**

- 1. April 1, 2024 or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).**
- 2. April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).**
- 3. 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 on the Union agreeing to provide a positive recommendation at ratification.**