

ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN

CAPE BRETON ISLAND HOUSING AUTHORITY

(hereinafter referred to as the "EMPLOYER")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4840

or its successors

(hereinafter referred to as the "UNION")

April 1, 2015 – March 31, 2023

Contents

PREAMBLE	1
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 – NO DISCRIMINATION.....	2
ARTICLE 3 - RECOGNITION	3
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - STRIKES AND LOCKOUTS	4
ARTICLE 6 - INFORMATION.....	4
ARTICLE 7 - PROBATIONARY PERIOD	5
ARTICLE 8 - JOB POSTING.....	6
ARTICLE 9 - UNION SECURITY & CHECK OFF.....	8
ARTICLE 10 – TIME OFF FOR UNION ACTIVITY	8
ARTICLE 11 – HOURS OF WORK	9
ARTICLE 12 – OVERTIME.....	10
ARTICLE 13 – INJURY ON DUTY.....	13
ARTICLE 14 - LABOUR MANAGEMENT COMMITTEE.....	14
ARTICLE 15 – DISCIPLINE AND DISCHARGE.....	14
ARTICLE 16 - GRIEVANCE AND ARBITRATION	15
ARTICLE 17 - VACATIONS.....	18
ARTICLE 18 - HOLIDAYS.....	21
ARTICLE 19 - SPECIAL LEAVE.....	22
ARTICLE 20 – BLOOD DONORS	33
ARTICLE 21 – GROUP INSURANCE & PENSION PLANS.....	33
ARTICLE 22 - SICK LEAVE.....	34
ARTICLE 23 - EMPLOYEE FILES AND PERFORMANCE REVIEW.....	37
ARTICLE 24 - NOTICE OF RESIGNATION	37
ARTICLE 25 - SERVICE AWARD	38
ARTICLE 26 - LAYOFF AND RECALL	39
ARTICLE 27 – CLOTHING AND EQUIPMENT.....	43
ARTICLE 28 – EMPLOYEE ASSISTANCE PROGRAM	45
ARTICLE 29 – OCCUPATIONAL HEALTH & SAFETY	45
ARTICLE 30 – TRAVEL REGULATIONS.....	45
ARTICLE 31 – PAY PROVISIONS.....	47
ARTICLE 32 – CLASSIFICATIONS	49
ARTICLE 33 – DRIVER LICENSES.....	49
ARTICLE 34 – CORRESPONDENCE.....	50

ARTICLE 35 – SUCCESSOR RIGHTS.....	50
ARTICLE 36 – CONTRACTING OUT.....	50
ARTICLE 37 – EDUCATION LEAVE AND TRAINING.....	50
ARTICLE 38 - WAGES.....	50
ARTICLE 39 – TERM OF AGREEMENT.....	51
SCHEDULE B CASUAL EMPLOYEES.....	60
SCHEDULE C TERM EMPLOYEES.....	63
SCHEDULE D EXCLUSIONS.....	66
MEMORANDUM OF AGREEMENT #2 – RECALL LIST.....	67
MEMORANDUM OF AGREEMENT #3 – WINTERWORKS.....	67

PREAMBLE

It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Cape Breton Island Housing Authority and the Union, recognize the mutual value of joint discussions and negotiations in matters pertaining to the Bargaining Unit and to encourage efficiency in operations.

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay, hours of work as well as provisions for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 "Bargaining Unit" means all employees of the Employer employed in probationary, permanent part-time and full-time, term and casual positions except those excluded pursuant to Article 3.01.
- 1.02 "Casual" is one hired temporarily for a period of up to six (6) consecutive months. Casuals are covered by the provisions of the Collective Agreement as outlined in Schedule "B". For greater clarity casual employees are subject to a probationary period as outlined in Article 7.01 and 7.03.
- 1.03 "Employee" means a probationary, permanent part-time and full-time, term or casual employee who is included in the bargaining unit.
- 1.04 "Employer" means the Cape Breton Island Housing Authority.
- 1.05 "Permanent Part-time Employee" is a member of the bargaining unit who works on a regularly scheduled and recurring basis and who has completed the probationary period.
- 1.06 "Permanent Full-time Employee" is a member of the bargaining unit who works the regularly scheduled hours of work as outlined in Article 11 and who has completed the probationary period.
- 1.07 "Probationary Employee" is one hired for a permanent part-time or full-time position who has not completed the probationary period.
- 1.08 "Service": For permanent full-time and permanent part-time employees service is defined as total accumulated months of paid employment with the Employer. For clarity, for a partial month of paid employment, ten (10) days' pay will be considered a month of service. For a casual or term employee

a month of service and therefore a month of service-related benefits will be credited according to the standard hours of work for the classification the casual employee has been hired into. For instance, for the janitor or grounds classifications a month of service is 173 regular paid hours and for all other classifications a month of service is 152 regular paid hours.

For reference:

40* 4.22=173 hours/month

35* 4.33=152 hours/month

- 1.09 "Spouse" means husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- 1.10 "Term Employee" is one hired temporarily for a period exceeding six (6) consecutive months to replace a permanent Employee or for special projects. The term appointment shall not exceed twenty four (24) consecutive months, unless mutually agreed otherwise by the parties. In the absence of mutual agreement, and for greater certainty, the term position and the Employee's employment shall be terminated upon attainment of the twenty-four (24) month period. The term Employee shall be covered only by those provisions of the Collective Agreement outlined in Schedule "C". For greater clarity Term Employees are subject to a probationary period as outlined in Article 7.01 and 7.03.
- 1.11 "Union" means the Canadian Union of Public Employees (CUPE).

ARTICLE 2 – NO DISCRIMINATION

2.01 No Discrimination for Union Activity

The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee for reason of membership or activity in the Union.

2.02 Human Rights Act

The Employer shall not discriminate against any Employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by the *Human Rights Act*, or any other law.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all probationary, permanent part time, full time, term and casual Employees employed by Cape Breton Island Housing Authority, Sydney, Nova Scotia offices, but excluding those employees of the Respondent located in the geographic area where the United Food and Commercial Workers, Local 864 has bargaining rights, those employees excluded by agreement of the parties (see Schedule D), and those persons excluded by Paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The management and direction of Employees, operations and services is vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

4.02 Included in Management Rights

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

- (a) hire, classify, direct, reprimand, suspend, discharge or otherwise discipline;
- (b) determine the work requirements, responsibilities and standards of work to be performed;
- (c) specify assignments for Employees;
- (d) determine the size and composition of the workforce according to the needs of the Employer;
- (e) make or amend policies, procedures and practices provided that such policies, procedures and practices applying to members of the Bargaining Unit are not contrary to the terms of this Agreement. The Employer will provide the union with a written copy of changes made to policies within ten (10) working days of implementation;

- (f) maintain order and efficiency, manage and direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement;
- (g) to enforce safety and other regulations.

4.03 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

During the life of this Agreement, and pursuant to the *Trade Union Act*, no Employee(s) shall strike, and the Employer shall not lock out Employees.

5.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members during the life of this agreement.

5.03 Definitions

The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 6 - INFORMATION

6.01 Copies of Agreement

It is agreed that the parties will prepare the Collective Agreement for signing within sixty (60) days of receiving written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

- 6.02 (a) Within ninety (90) days of signing this agreement, the Employer endeavors to provide the Union with the last known address, phone number(s) and work email address if shared with the Employer of each Union member and annually thereafter. Upon hire and except where the new employee directs in writing not to provide their address, the Employer endeavors to provide the Union with the new Employee's information.

(b) The Union shall protect the privacy and confidentiality of employees' personal information. Contact information shall be used solely for the

purposes of Union business; the information shall not be used for solicitation or any other inappropriate use.

6.03 Letter of Appointment

An Employee, upon hiring, and the Union shall be provided with a statement of their classification and employment status and applicable rate of pay.

6.04 New Employees

(a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

(b) The Employer agrees that a Local Union Representative will be given the opportunity to meet with each newly-hired employee who is not a member of the Union, once during the employee's orientation, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed thirty (30) minutes duration. Time taken for this meeting will be considered time worked.

6.05 Position Descriptions

(a) The Employer shall provide the job description outlining the duties and responsibilities assigned to their position.

(b) The Employer shall endeavor to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years. Once a review has been concluded the affected Employee(s) shall be provided a hard copy of the position description within two (2) weeks.

(c) All position descriptions shall be signed by the Employer and forwarded to the Union.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 Probationary Period

All Employees shall serve a probationary period of one hundred and twenty (120) working days. The Employer may, before the expiration of the one hundred and twenty (120) working day period and at its sole discretion,

extend the probationary appointment for a period not to exceed an additional sixty (60) working days. The Union shall receive written notification of an extension at least two (2) weeks prior to the expiration of the initial probationary appointment.

7.02 Confirmation of Permanent Employment

A permanent full time or permanent part-time Employee shall, upon successful completion of the probationary period as outlined in 7.01, attain permanent employment and the Employer shall confirm such, in writing, to the Employee.

7.03 Termination of Probationary Employee

The Probationary Employee may be discharged during the probationary period and the standard for discharge shall be determined by the Employer and shall be at the Employer's sole discretion.

ARTICLE 8 - JOB POSTING

8.01 Filling Positions

- (a) When a new position or vacancy occurs within the bargaining unit which the Employer intends to fill, the Employer shall make every reasonable effort to post a notice of such new position or vacancy within two (2) months but not later than three (3) months where employees work for seven (7) calendar days. The Employer may post simultaneously such positions internally and externally. In filling positions, all internal applications will be considered before external applications.
- (b) In filling positions, all applicants will be assessed on the basis of qualifications, skill and ability and/or related experience. Where, in the opinion of the Employer, the qualifications, skill and ability and/or related experience are relatively equal, service shall be the deciding factor.

8.02 Trial Period

- (a) An Employee who has completed their probationary period and who is the successful applicant for promotion to a new or vacant position shall be given a trial period of three (3) months in the new position or vacant position.
- (b) Where the successful applicant performed the full duties of the position on a temporary basis and is then seamlessly appointed to

the position the trial period shall not restart. In this instance, time served in the temporary position shall count as toward the three (3) month trial period.

- (c) An Employee who has completed their probationary period and who is the successful applicant for promotion to an excluded position or is transferred to a position outside the bargaining unit shall be given a trial period of three (3) months in the new position. Such employee shall retain their service accumulated up to the date of leaving the bargaining unit; but will not accumulate any further service. Such employee shall have the right to return to a position in the bargaining unit during their trial period. If the employee returns to the bargaining unit, they shall be returned to their previous position or a similar position and salary consistent with their service. Such return shall not result in the lay off or bumping of an employee holding greater service.
- (d) If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, they shall be returned to their former or a similar position and salary without loss of service or other benefits. If an employee requests to be returned to their previous position or similar position during the trial period, they shall be returned to their former or a similar position and salary without loss of service or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of service or other benefits. After the successful completion of the trial period, the promotion or transfer shall become permanent.

8.03 Permanent Employees Appointed to Term Bargaining Unit Positions

Permanent employees who are successful applicants to term bargaining unit positions shall maintain their permanent status and have the right to return to their former permanent position.

8.04 Temporarily Working in an Excluded Position

(a) Where a permanent employee accepts an excluded term position and takes an approved leave from their bargaining unit position, the employee has a right to return to their bargaining unit position.

(b) While in the excluded term position, the employee shall not pay Union Dues, nor shall the Union have a duty to represent the employee in any matter arising out of their excluded position. However, the Union reserves the right to represent the employee in relation to their right to return to their bargaining unit position.

(c) Should the permanent employee apply for a bargaining unit position while on an approved leave from their bargaining unit position, the employee shall be considered an internal applicant.

ARTICLE 9 - UNION SECURITY & CHECK OFF

- 9.01 All employees covered by this Collective Agreement, as a condition of continuing employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees, except those excluded by Article 3, shall, as a condition of continuing employment, become and remain members in good standing of the Union upon commencement of employment with the Employer.
- 9.02 The Employer shall deduct from every employee covered by this agreement, any dues, initiations, or assessments levied in accordance with the CUPE National Constitution and/or Local By-Laws.
- 9.03 Deductions shall be made from the payroll and shall be forwarded to the National Treasurer of the Union (CUPE National Office), along with a copy to Local 4840 Treasurer, not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made denoting the amount deducted and the normal gross earnings of the employee in that period.

ARTICLE 10 – TIME OFF FOR UNION ACTIVITY

10.01 Notification

The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of supervisors to CUPE.

10.02 Time Off For Negotiations

A Union Bargaining Committee shall be appointed or elected and shall consist of not more than four (4) members of the Union. Representatives of the Union shall be granted time off with pay to attend meetings with the Employer during normal working hours. The Union shall notify the Employer of Union nominees to the Committee.

10.03 Time Off For Union Business

With reasonable notice by the Union, and where operational requirements permit, leave of absence with pay shall be granted to Employees designated by the Union to attend to Union business. This shall be limited to six (6) days per annum.

The Union shall reimburse the Employer for all costs of leaves relating to the wages and benefits for the time off for any days granted in excess of six (6) days per annum.

10.04 Time Off For Hearings

The Employer shall grant special leave with pay to employees who are:

- (a) grievors for the purpose of attending their own grievance hearing;
- (b) called as a witness to a mediation or arbitration hearing. The Union shall provide the Employer with advance notice of such leave.

ARTICLE 11 – HOURS OF WORK

11.01 The regular hours of work shall be a maximum of thirty-five (35) hours per week, exclusive of meal break, except for grounds and janitorial employees for whom the regular hours of work shall be a maximum of forty (40) hours per week exclusive of meal break.

11.02 Employees shall be entitled to two (2) rest periods per day, totalling not more than forty (40) minutes.

11.03 Conversion of Benefits to Hours

Except as otherwise provided in the Agreement, the following paid leave benefits will be converted to hours on the basis of one-day's benefit being equivalent to 1/10 of the regular bi-weekly hours of the employee's classification:

- (i) Annual vacation entitlement
- (ii) Vacation carry-over
- (iii) Paid holidays
- (iv) Bereavement leave
- (v) Leave for family illness
- (vi) Leave for emergency
- (vii) Leave for medical/dental appointments
- (viii) Sick Leave

Full time would be ten (10) days work in a two (2) week period.

1/10 regular bi-weekly hours (.10)

Example			Entitlement in Hours
1/10	Regular Biweekly Hours	1 day in Hours	Vacation prorated (if 15 days' vacation for FT Hours)
.10	70	7	105(15d X 7 hrs)
.10	80	8	120 (15d X 8 hrs)
.10	35	3.5	52.5 (15d X 3.5 hrs)
.10	20	2	30 (15d X 2 hrs)

ARTICLE 12 – OVERTIME

12.01 Overtime means work authorized by the Employer in excess of thirty-five (35) hours per week or in excess of seven (7) hours per day contiguous with the Employee's regular shift except for grounds and janitorial employees where overtime means work authorized by the Employer in excess of forty (40) hours a week or in excess of eight (8) hours per day contiguous with the Employee's regular shift.

*The above does not preclude the Employer from establishing regular work shifts, after consultation with the Union, that are longer than eight (8) hours but are not more than forty (40) hours per week.

12.02 An Employee must work at least twenty (20) minutes beyond his normal shift to be eligible for overtime compensation.

12.03 The overtime rate shall be one and one-half (1.5) times the Employee's regular hourly rate, except where expressly provided otherwise.

12.04 Overtime Meal Allowance

An Employee who is required to work a minimum of three (3) hours' overtime immediately following their regularly scheduled hours of work, and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay in order that they may take a meal break either at or adjacent to their place of work. Under such conditions they shall be reimbursed for ten dollars (\$10.00), except where free meals are provided.

An Employee who is required to work a minimum of three (3) hours overtime immediately preceding their regularly scheduled hours of work, and where

it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay in order that they may take a meal break either at or adjacent to their place of work. Under such conditions they shall be reimbursed ten (\$10) except where free meals are provided.

Employees who are scheduled to work overtime in advance where the overtime will occur on the employee's regular scheduled day(s) of rest for example, Saturday and Sunday, shall be eligible for overtime pay; but shall not be afforded the overtime meal allowance. Where the overtime work continues beyond what was scheduled, 12.04 shall apply.

Note – this allowance is not every three (3) hours.

12.05 Day of Rest

- (a) An Employee who is required to work overtime on his first scheduled day of rest shall be paid at the overtime rate as provided in Article 12.03.
- (b) An Employee who is required to work overtime on his second or subsequent day of rest is entitled to compensation at double time the regular rate for all hours worked. Second or subsequent day of rest means the second subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

12.07 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

12.08 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the Employee, and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked.

12.09 Time Off In Lieu of Overtime

An employee who works overtime pursuant to Article 12.02 shall be permitted to carry a bank up to eighty (80) hours. Any overtime above this limit will be paid out of the following pay period, unless mutually agreed to by the employee and Employer.

12.10 Daylight Saving Time

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours. The hours difference shall be split between the Employees completing their shift and those commencing their shift.

12.11 Call Back

- (a) An Employee who is called back to work and who immediately reports to work within two (2) hours of the end of their regular work day shall be provided a meal allowance as per article 12.04 where free meals are not provided. The Employer shall afford the employee sufficient time off with pay to consume the meal.
- (b) For greater clarity employees called back to work more than two (2) hours after the completion of their regularly scheduled shift shall not be afforded a meal allowance.
- (c) An Employee who is called back to work on a regularly scheduled work day immediately preceding their regularly scheduled hours of work, and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay in order that they may take a meal break either at or adjacent to their place of work. Under such conditions they shall be reimbursed ten dollars (\$10.00) except where free meals are provided.
- (d) An employee who is called back to work on a regular day of rest pursuant to article 12.10, and immediately reports to work and works throughout the hours of 7:00 a.m. to 9:00 a.m. or throughout the hours of 12:00 p.m. to 2:00 p.m. or throughout the hours of 5:00 p.m. to 7:00 p.m. will receive a meal reimbursement of ten dollars (\$10.00) except where free meals are provided. For greater clarity the ten dollars (\$10.00) shall apply for each missed meal period as define above.
- (e) An Employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay at the straight time rate shall only apply once during each eight (8) consecutive hours for any employee who is called back.
- (f) An Employee called back to work shall be reimbursed for transportation to and from the place of work in accordance with the mileage allowance.

- (g) When the call back results in hours worked that are contiguous with the Employee's regular day, the Employee shall be compensated for the time worked in accordance with Article 12.03.

ARTICLE 13 – INJURY ON DUTY

13.01 Reporting of Injuries

All Employees shall be covered by Worker's Compensation.

13.02 Injury Pay Provisions

- (a) When an Employee is injured on duty and it is determined by the Nova Scotia Worker's Compensation Board that the Employee is unable to perform his duties, the Employer shall grant to the Employee leave in the manner prescribed by the *Worker's Compensation Act* for a period as the Workers' Compensation Board may specify.
- (b) The Employer agrees to top-up Workers Compensation pay to eighty-five percent (85%) of net average earnings, as provided for in Section 48 of the Workers' Compensation Act.
- (c) The Employer and the Employee shall continue to cost share the premiums of the group health benefit plan and ADD & LTD and Pension Fund while an Employee is in receipt of temporary earning replacement benefits from Worker's Compensation.
- (d) Notwithstanding any vacation credits in the carryover or cumulative bank prior to Employee's injury the employee will be eligible to accrue vacation credits while in receipt of Worker's Compensation Benefits up to one year after the injury.
- (e) WCB payments will be issued directly to employees.
- (f) The Employer will cover the cost of ambulance transportation of an employee who is injured during the course of discharging their work duties.
- (g) An employee in receipt of temporary earnings replacement shall continue to accumulate service up to one year after the injury for the purpose of severance pay and service award.
- (h) An employee shall continue to accumulate service for the duration they are in receipt of temporary earnings replacement for the purpose of job posting, layoff and recall.

ARTICLE 14 - LABOUR MANAGEMENT COMMITTEE

- 14.01 A Labour Management Committee shall be established, consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer. An Employer representative and a Union representative shall be designated as joint chairperson and shall alternate in presiding over meetings. The National Representative and or the Employer's Human Resources representative may be present at these meetings. Both parties shall provide seven (7) working days' notice of their intent to have these representatives present.
- 14.02 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons. The signed copies of the minutes shall be made available to each member of the committee within a two (2) week time frame.
- 14.03 The Union shall supply the Employer with the lists of names of those members involved in Labour Management Committee meetings within thirty (30) days of signing this Agreement and management shall notify the Union of their representative.
- 14.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or 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. Any contemplated changes to the Benefits Plan shall be discussed prior to implementation. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. No grievances being processed by the Grievance Committee shall be dealt with at these meetings.
- 14.05 The Committee shall meet five (5) times per annum, unless mutually agreed otherwise, at a mutually agreed time and place. Agenda items from both parties shall be provided to the Director no later than two (2) days prior to the meeting. Employees shall not suffer any loss of pay while attending these meetings.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

15.01 Just Cause

An employee who has completed their probationary period may be dismissed, but only for just cause. The Director or designate may discipline, discharge, or suspend an employee. When an employee is disciplined, discharged, or suspended, they shall be given the right to have the reason given in the presence of a Shop Steward or executive member.

15.02 Notification

- (a) Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) working days of the suspension, or discharge, notify the Employee in writing by registered mail or by personal service stating the reason for the suspension, or discharge.
- (b) When an Employee is suspended or discharged the Union will be copied on the correspondence to the Employee.

15.03 Grievances

An employee, considered by the Union to be wrongly or unjustly discharged or suspended, shall be entitled to a hearing under the Grievance Procedure.

15.04 Record of Disciplinary Action

Where written documentation of a disciplinary action exists in an Employee's file and where formal disciplinary action has not occurred for a period of twenty-four (24) months of work following the date of the written documentation, that documentation shall be removed from the Employee's file.

15.05 Reinstatement

Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Article 15.01 and where the Employee is reinstated in his former position the reinstatement shall be without loss of service or any other benefit which would have accrued to them if they had not been suspended or discharged.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the right of the Union to appoint a Grievance Committee whose duties shall be to assist any employee which the Committee represents in preparing his grievance in accordance with the Grievance Procedure.

16.02 The Union will advise Management as to the names of the Grievance Committee, in writing annually, with any changes therein from time to time to be forwarded in writing within forty (48) hours of the change being made.

16.03 One Member of the Grievance Committee or the Shop Steward shall not leave their place of duty during working hours to process a grievance except

when permission has been granted by the immediate supervisor. Permission will not be unreasonably withheld.

16.04 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

16.05 Grievances

- (a) An employee(s) who feels that they have been treated unjustly or considers themselves aggrieved by an action or lack of action by the Employer, shall first discuss the matter with their immediate supervisor no later than twenty-five (25) days after the date on which they became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.
- (b) The Supervisor shall answer the dispute verbally within two (2) working days of the discussions unless the Union agrees to extend this time.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.

16.06 Grievance Procedure

An earnest effort shall be made to settle any grievances fairly and promptly. Employees may have the assistance of a shop steward at any step of the grievance procedure.

All grievances shall be dealt with as follows:

Step 1

The aggrieved employee(s) shall first discuss the grievance with their shop steward who shall submit the grievance, in writing, to the Employee's Manager within ten (10) working days of the verbal response from the Supervisor. The Manager shall give their written answer within ten (10) working days to the employee.

Step 2

Should the written answer given by the Manager not be acceptable to the Grievor(s), the grievance shall be submitted to the Union

Grievance Committee within ten (10) working days. The Union Grievance Committee shall submit in writing the matter to the Director within ten (10) working days of receipt of the response from the Manager. The Director will, within five (5) working days, schedule a grievance meeting. The Director shall reply in writing within ten (10) working days of the meeting.

Step 3

Failing satisfactory settlement being reached at Step 2, if both parties mutually agree, the grievance shall be submitted to the Department of Labour and Advanced Education. Time limits shall be suspended during this process. Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through Mediation.

16.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 may be by-passed.

16.08 Time Limits

Time limits expressed in this article may be extended by mutual consent between the Union and the Employer. In steps 1, and 2 if the respective Manager or Director or designate is absent from the CBIHA for the time limits stated, the time limits may be extended, by mutual agreement, until such time as they return. For the purpose of this provision, working days do not include Saturdays, Sundays or Statutory Holidays.

16.09 Arbitration

In the event that a grievance is not settled to the mutual satisfaction of the parties, either party may request that a grievance be submitted to arbitration. The request shall be made in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) working days, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson. If the two (2) nominees are unable to agree upon a Chairperson, the Minister of Labour for the Province shall be asked to appoint one.

A single arbitrator shall be used if mutually agreed.

16.10 Expenses of the Board

Each Party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One half (1/2) of the fees and expenses of the Chairperson.

16.11 Power of the Board

The Arbitrator, or Board, as the case may be, shall not have the jurisdiction to alter or change any of the provisions of the Collective Agreement or, to alter, modify or amend, any of the provisions, but shall have the right to dispose of any discharge or discipline as it deems just and equitable.

16.12 Decisions of the Board

The decisions of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

ARTICLE 17 - VACATIONS

17.01 Annual Vacation Entitlement

An Employee shall earn annual vacation with pay in accordance with the following:

- i) each year during the employee's first sixty (60) months of service at the rate of one and one-quarter (1 1/4) days for each month of service, three (3) weeks during the first five (5) years of service;
- ii) each year after sixty (60 months of service at the rate of one and two-thirds (1 2/3) days for each month of service, four (4) weeks after (5) years of service;
- iii) each year after one-hundred and eighty (180) months of service at the rate of two and one twelfth (2 1/12) days for each month of service, five (5) weeks after fifteen (15) years of service;
- iv) each year after two hundred eight-eight (288) months of service at the rate of two and one-half (2 1/2) days for each month of service, six (6) weeks after twenty-four (24) years of service.

17.02 Vacation Year

The vacation year shall be April 1 to March 31 inclusive.

17.03 Authorization

The vacation year is April to March. The Employer endeavours to ensure that employees are able to take vacation in the fiscal year in which it is earned, unless otherwise provided in the Collective Agreement, or mutually agreed between the parties. All vacation schedules are subject to the Employer's approval.

- 17.04 (a) Employees shall advise the Employer by April 15 of preference for summer vacation and such vacation request shall be granted, subject to operational requirements.
- (b) Where two (2) or more Employees request the same vacation period, preference shall be given based on length of service.
- (c) The Employer shall post the approved vacation schedule no later than May 15th.
- (d) After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered to Employees on a work unit by length of service.
- (e) By mutual agreement between the Employer and Employee, vacation days may be granted at times other than scheduled in accordance with this Article. When more than one Employee wishes to take vacation under this paragraph, such vacation shall be offered to Employees on a work unit by length of service.
- (f) Outside the summer period vacation shall be granted on a "first come, first serve" basis on a work unit.

17.05 Vacation Carry Over

Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following year. Requests for carry over vacation shall be made in writing by the Employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an Employee's request.

17.06 Accumulative Vacation Carry-Over

In addition to the vacation carry-over, an Employee may be granted permission to accumulate (bank) up to five (5) days of their vacation each year. The maximum number of days that may be accumulated is twenty (20).

17.07 Vacation Advance

An Employee who has been employed by the Employer for five (5) years or more and has used all of their vacation credits may be granted, if operational requirements permit, an advance of five (5) days' vacation from their entitlement for the following year.

17.08 Employee Compensation Upon Separation

An Employee, upon their separation, shall be compensated for vacation leave to which they have earned.

17.09 Employer Compensation Upon Separation

An Employee, upon their separation, shall compensate the Employer for vacation which was taken but which they had not earned.

17.10 Vacation Credits Upon Death

When the employment of an Employee who has been granted more vacation with pay than they have earned is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to them.

17.11 Vacation Records

An Employee is entitled to be informed, upon request, of the balance of their vacation leave with pay credits.

17.12 Recall from Vacation

- (a) The Employer will make every reasonable effort not to recall an Employee to duty after they have proceeded on vacation leave.
- (b) An employee who takes a single vacation day on the last scheduled workday of the week shall be entitled to call back rights in its entirety and be placed on the call back rights for that weekend period unless notified by the employee that they are unavailable.

17.13 Reimbursement of Expenses upon Recall

Where, during any period of vacation leave, an Employee is recalled to duty, they shall be reimbursed for reasonable expenses, subject to the provisions of Article 30, that the employee incurs:

- (a) in proceeding to their place of duty; and
- (b) in returning to the place from which they were recalled if the employee immediately resumes vacation leave upon completing the assignment for which they were recalled.

17.14 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.12 and 17.13, shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

The holidays for Employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Heritage Day
- (l) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (m) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon*

* If Christmas Eve falls on a Saturday or Sunday, 1/2 day will be given on the Friday preceding where operationally feasible.

Employees who are not permitted to the ½ day preceding will be provided with the half day at another time that is mutually agreeable to the employee and Employer

18.02 Exception

Article 18.01 does not apply to an Employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

18.03 Holiday Falling on a Day of Rest

When a day designated as a holiday coincides with the Employee's day of rest, the Employer shall grant the holiday with pay on either:

- (a) the working day immediately following the Employee's day of rest; or
- (b) the day following the Employee's annual vacation; or
- (c) another mutually acceptable day between the Employer and the Employee.

18.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an Employee as defined in Article 18.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

18.05 An Employee shall be paid at double (2x) the Employee's regular rate for time worked on a paid holiday outlined in Article 18.01, in addition to being paid for the holiday.

ARTICLE 19 - SPECIAL LEAVE

19.01 Bereavement Leave

- (a) In the event of a death in the immediate family, every Employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days for each death. Immediate family is defined as father, mother, step parents, brother, half-brother, step brother, sister, half-sister, step sister, spouse, child of employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, ward of the employee, grandparent or grandchild of the employee and a relative living in the employee's household or a relative with whom the Employee permanently resides. Where the burial and funeral are separated by a period of time the Employee may break the five (5) days into two different periods.

- (c) In the event of a death of the Employee's brother-in-law, sister-in-law, foster parent, aunt, uncle, niece, nephew, or grandparent of the spouse of the Employee, the Employee is entitled to special leave with pay up to a maximum of one (1) day and may be granted up to two (2) additional days with pay for travel, assuming those travel days are not scheduled days of rest.
- (c) If an Employee is on vacation or sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation or sick leave credits.

19.02 Court Leave

- (a) Leave of absence with pay shall be given to every Employee who is required to serve on a jury or is required by subpoena or summons to attend as a witness to any proceeding authorized to compel attendance.
- (b) Where an Employee is required to serve as a result of functions they fulfill on behalf of the Employer, on a day other than a regularly scheduled workday, the time spent shall be considered time worked.
- (c) The Employer shall maintain the Employee's regular rate of pay, except in the case of jury duty where the Employer may deduct an amount equal to that which the Employee receives for such jury duty, excluding payment for traveling, meals and other expenses.

19.03 Leave for Family Illness

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, parent, brother, sister, aunt, uncle – whether or not living with the employee and any other relative who permanently resides with the Employee or with whom the Employee permanently resides who is in need of the Employee's assistance, the Employee may be granted, after notifying their supervisor, leave with pay up to a maximum of five (5) days per annum. The Supervisor may require proof of the need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

19.04 Pregnancy Leave

- (a) An Employee who becomes pregnant, shall, upon request, be granted an unpaid leave of absence of up to sixteen (16) weeks.
- (b) The Employer shall not terminate the employment of an Employee

because of their pregnancy but may require the Employee to commence leave without pay at a time when the duties of their position cannot reasonably be performed by a pregnant employee or the performance of the Employee's work is materially affected by the pregnancy.

- (c) No later than the fifth (5) month of pregnancy, the Employee shall submit a written request for pregnancy leave to the Employer.
- (d) Prior to approving the leave, the Employer may request, and the Employee shall then provide, a certificate from a medical practitioner stating the Employee is pregnant and specifying the expected date of delivery.
- (e) Pregnancy leave shall commence on a date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines, and not later than the date of the delivery.
- (f) Pregnancy leave shall end on a date not sooner than one (1) week after the date of delivery and not later than sixteen (16) weeks after the pregnancy leave began.
- (g) The Employee shall resume work in the same position they held prior to the commencement of the pregnancy leave.
- (h) Leave for illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave may be granted in accordance with Article 22 Sick Leave.
- (i) While an Employee is on pregnancy leave the Employer shall maintain coverage for medical, extended health, group life and any other benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (j) While on pregnancy leave, an Employee shall continue to accrue and accumulate service credits for the duration of their leave, and their service shall be deemed to be continuous; however, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits.

19.05 Pregnancy Leave Allowance

- (a) An Employee, entitled to pregnancy leave under the provisions noted above, who provides the Employer with proof under the provisions

noted above, that they have applied for and are eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act* 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB) plan.

- (b) With respect to the period of pregnancy leave, payments made according to the SEB plan will consist of the following:
 - i. where the Employee is subject to a waiting period of one (1) week before receiving EI benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay less any other earnings received by the Employee during the benefit period;
 - ii. Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits who which the employee would have been eligible if no other earnings had been received during that period.
 - iii. up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the EI benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.

19.06 Parental Leave

- (a) An Employee who has become a parent of one or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks.
- (b) Upon request, the Employee shall provide such proof as is reasonably necessary to establish the entitlement.
- (c) For an Employee who has taken pregnancy leave pursuant to Article 19.04 and the Employee's newborn child or children arrive in the

Employee's home during the pregnancy leave, Parental Leave:

- (i) Shall begin immediately upon completion of the pregnancy leave and without the Employee returning to work; and
 - (ii) Shall end not later than sixty-one (61) weeks after the parental leave began, as determined by the Employee and subject to notice requirements.
- (d) While an Employee is on parental leave, the Employer shall maintain coverage of medical, extended health, group life, and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of parental leave.
 - (e) While on parental leave, an Employee shall continue to accrue and accumulate service credits for the duration of their leave, and their service shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purpose of calculating vacation leave credits.
 - (f) If both parents are eligible for such leave as Employees the provisions of the Section shall only be available to one (1) of those Employees.
 - (g) For an Employee other than one to whom Article 19.06 applies, Parental Leave shall begin on a date coinciding with or after the birth of the child or children; and shall end not later than seventy-seven (77) weeks after the child or children first arrive in the Employee's home, whichever is earlier, as determined by the Employee.
 - (h) Where an Employee reports for work upon the expiration of the period referred to in Article 19.06 (c) or 19.06 (g), the Employee shall resume work in the same position they held prior to the commencement of the parental leave.

19.07 Adoption Leave

- (a) An Employee who has become a parent of one or more children through the placement of the child or children in care of the Employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed seventy-seven (77) weeks.
- (b) The Employer shall require an Employee who requests Adoption leave to submit a certificate to the Employer from an official in the

Department of Community Services to establish the entitlement of the Employee to the Adoption Leave.

- (c) The Adoption Leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
 - (ii) shall end not later than seventy-seven (77) weeks from the date the adoption leave began.
- (d) If both adoptive parents are eligible for Adoption Leave as Employees, the provisions of this Article shall only be available to one (1) of those Employees.
- (e) Where an Employee reports for work upon the expiration of the period referred to in this Article, the Employee shall resume work in the same position the Employee held prior to the commencement of the Adoption Leave, with no loss of service or benefits accrued to the commencement of the Adoption Leave.
- (f) While an Employee is on Adoption Leave, the Employer shall maintain coverage of medical, extended health, group life and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.
- (g) While on Adoption Leave, an Employee shall continue to accrue and accumulate service credits for the duration of the leave, and the Employee's service shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits.

19.08 Parental and Adoption Leave Allowance

- (a) An Employee entitled to Parental or Adoption Leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB) Plan.
- (b) In respect to the period of Parental or Adoption Leave, payments made according to the SEB Plan will consist of the following:
 - i) where the Employee is subject to a waiting period of one (1)

week before receiving EI benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the Employee during the benefits period;

ii) where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

iii) Up to a maximum of ten (10) additional weeks as follows:

(a) where the employee is in receipt of standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;

(b) where the employee is in receipt of extended E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;

(c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for their classification on the day immediately preceding the commencement of the Parental or Adoption Leave.

(d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.

(e) The Employer will not reimburse the Employee for any amount they are required to remit to Human Resources Development Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

19.09 Emergency Leave

An Employee shall be granted a leave of absence with pay of up to four (4) days for a critical condition which requires their personal attention resulting from an emergency and which cannot be serviced by others or attended to by the Employee during off hours.

19.10 Medical and Dental Appointments

Employees may be granted paid leave of absence up to four (4) days per annum, to be debited against sick leave credits, in order to engage in personal preventive medical and dental care, and subject to the following criteria:

- (a) The Employee should arrange medical and dental appointments outside normal working hours, if possible.
- (b) The Employee should request approval for the time off as far in advance as possible so that staff adjustments can be arranged when necessary.
- (c) If an Employee requests excessive time off for medical or dental appointments, proof of attendance at the physician's or dentist's office may be required.

Time taken will be recorded on Employee timesheets and entered into the SAP system.

19.11 Storm Conditions

- (a) Time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the regular day must be:
 - i) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate supervisor; or,
 - ii) charged to the Employee's accumulated vacation, accumulated holiday time, or accumulated overtime or
 - iii) otherwise deemed to be leave without pay.
 - iv) Notwithstanding Article 19.11 (a), reasonable lateness beyond the beginning of an Employee's regular day starting time shall not be subject to the provisions of Article 19.11 (a)

(i), (ii), or (iii) where the lateness is justified by the Employee being able to establish to the satisfaction of the immediate supervisor that every reasonable effort has been made by the Employee to arrive at their work station at the scheduled time.

- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow Employees to leave work prior to the end of their regular day, and any time missed from the day in such circumstances will not be subject to the provisions of Article 19.11 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 19.11 (b) shall not be made the subject of employee or union grievances alleging inconsistent treatment of employees.
- (c) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

19.12 Political Leave and Public Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer may allow an unpaid leave of absence so that the Employee may be a candidate in Federal, Provincial or Municipal elections. The Employee shall continue to accumulate service.
- (b) The Employer shall grant to an Employee elected public office a leave of absence without pay for the duration of one (1) term of public office. The Employee shall continue to accumulate service.

19.13 Union Office

An Employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated shall be granted an unpaid leave of absence. Such leave may be renewed upon request during the term of office. The Employee shall not continue to accumulate service.

19.14 Compassionate Leave

- (a) Employees employed for more than three (3) months are able to take a maximum of twenty-eight (28) weeks unpaid leave to care for a seriously ill family member, who has a high risk of dying within twenty-six (26) weeks. In the event legislation differs, the legislation

would prevail.

- (b) A family member is:
 - I. Spouse, common-law partner, or domestic partner of the Employee
 - II. Child or parent of the Employee
 - III. Child of the Employee's spouse, common-law partner or domestic partner
 - IV. Spouse or common-law partner of the parent of the Employee (e.g. Employee's step-mother)
 - V. Any other person who is a member of a class of persons prescribed in the *Civil Service Act* and Regulations for the purpose of this definition.
- (c) Employees' jobs are protected while on this leave and they shall not continue to accumulate service.
- (d) Employees have to provide a medical certificate from a medical professional saying that their family member fits the above description.
- (e) Where the employee opts in writing to maintain the benefit plan while on compassionate care leave the employee shall enter into an arrangement with the Employer to cost share premiums as per Article 21.

19.15 Leave for Birth of Child/or Adoption

- (a) Where an Employee's spouse gives birth to a child, the Employee shall be granted special leave with pay up to a maximum of one (1) regular work day. This leave may be divided into two (2) periods and taken on separate days.
- (b) An employee shall be granted one (1) regular work day with pay for the purpose of adoption of a child. This leave may be divided into two (2) periods and granted on separate days. If both parents are eligible for such leave as an Employee, the amount of paid leave taken under this clause by either one or both parents shall not exceed one (1) regular work day.

19.16 Volunteer Firefighters and Ground Search and Rescue

Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an Employee who is a member of a volunteer fire department when an Employee is called out by the Fire Department in response to an emergency.

19.17 Special Leave

The Employer, in any one year, may grant to an employee:

- (a) special leave without pay, for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

19.18 Leave of Absence Without Pay

An Employee granted a leave of absence without pay shall not accumulate service or any other benefits of the Collective Agreement unless otherwise stated. For clarity LTD and Compassionate Care are considered leaves of absence without pay.

- (a) Leave of Absence of Two (2) weeks or less-

Permanent Full Time and Permanent Part Time Employees on an approved leave of absence without pay for a duration of 14 calendar days or less shall continue to accrue service and service-related benefits under the collective agreement and will remain in the group insurance plan under the cost sharing arrangement specified in 21.02. For clarity, the Employee would not have earnings during this period and therefore would not make nor have pension contributions matched.

- (b) Leave of Absence of more than (2) two weeks less than (3) three months-

Permanent Full Time and Permanent Part Time Employees on an approved leave of absence without pay for a duration of more than 14 calendar days and less than 3 calendar months shall no accrue service and service-related benefits under this collective agreement for the entire approved unpaid leave of absence. Employees who choose to remain in the group insurance plan shall pay 100% of the premiums of this plan. Employees will be required to sign a letter of agreed understanding that default of payments will result in termination of group coverage subsequent to thirty (30) day notice period. The letter of understanding will also specify that the employee shall produce postdated monthly cheques which cover 100% of the group premium costs for the period of the unpaid leave no later than the signing date of the letter of understanding. For clarity the Employee would not have earnings during this period and therefore would not make nor have pension contributions matched.

19.19 Critically Ill Child Care Leave

The Employer shall grant a leave without pay to an employee who provides Care to a critically ill or injured child, in accordance with sections 60K and 60S of the Labour Standards Code.

19.20 Critically Ill Adult Care Leave

The Employer shall grant a leave without pay to an employee who provides care to a critically ill or injured adult, in accordance with sections 60SC to 60SI of the Labour Standards Code.

ARTICLE 20 – BLOOD DONORS

20.01 Employees who wish to give blood may be excused from work for one (1) hour with pay.

ARTICLE 21 – GROUP INSURANCE & PENSION PLANS

21.01 Each Employee shall, as a condition of employment, participate in the Employer's basic life, accidental death & dismemberment, long-term disability, health and dental plans, except as expressly provided otherwise in the plan policies.

21.02 The Employer and the Employee shall cost share the group insurance plans on a 65/35 basis respectively, except for basic life insurance which shall be paid fully by the Employee.

21.03 Pension and Benefits

Employees shall participate in the Employer's Registered Pension Plan.

Effective date of signing of this collective agreement employees is required to pay her/his share of the group premiums in the scenarios outlined below in order to retain group insurance coverage:

1. The unpaid periods beyond the 100 STD days as follows:
 - (a) While in receipt of EI sick leave benefits
 - (b) While on an approved unpaid leave of absence of two weeks or less as specified in 19.18(a)
 - (c) While awaiting approval of application for LTD benefits;

(d) While awaiting the results of an appeal for LTD benefits

2. WCB temporary earnings replacement

For the above-mentioned unpaid leaves, employees will be required to sign a letter of agreed understanding that default of payments will result in termination of group coverage subsequent to thirty (30) day notice period. The letter of understanding will also specify that the employee shall produce post-dated monthly cheques which covers their share of the group premium costs for the period of the unpaid leave no later than the signing date of the letter of understanding.

21.04 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

(a) The Housing Authority shall arrange for a pension plan for Full-Time Permanent and Part-Time Permanent Employees of the Housing Authority. Permanent Employees shall participate in the Employer's Registered Pension Plan.

(b) Term/Casual employees are eligible to apply to join the pension plan on January 1st of the year following two (2) consecutive, calendar years in which they have worked a minimum of seven

hundred (700) hours in each year or earned a minimum of thirty - five per cent (35%) of the years maximum pensionable earnings in each of the two (2) years preceding.

ARTICLE 22 - SICK LEAVE

22.01 General Illness Leave Benefit

An Employee unable to work due to illness or injury for a period not exceeding three (3) consecutive days may be granted general illness leave with pay. The maximum number of days that may be approved is eighteen (18) days per year (April 1 to March 31). Sick days are not cumulative.

22.02 Short-Term Illness Leave Benefit

An Employee who is unable to perform their duties due to illness or injury for a period exceeding three (3) days may be granted leave of absence at

full or partial pay for each incidence of short-term illness in accordance with the following formula:

<u>Length of Service</u>	<u>Benefit</u>
Less than 12 months service	20 workdays @ 100% of normal salary 80 workdays @ 75% of normal salary
12 months service or greater	40 workdays @ 100% of normal salary 60 workdays @ 75% of normal salary

22.03 Where an incidence of short-term illness continues from one (1) year of employment to the following year of employment, the Employee's benefit entitlement for that incidence of short-term illness leave shall be payable in accordance with the provisions of Article 22.02 during the length of service period in which the short-term illness commenced.

22.04 Recurring Disabilities

- (a) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury shall be considered to be within the original short-term leave period defined in Article 22.02.
- (b) An Employee who returns to work after a period of short-term illness leave and after working thirty (30) consecutive working days, again becomes unable to work because of the same illness or injury, shall be considered to be in a new illness leave period and entitled to the full benefits defined in Article 22.02.
- (c) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive workdays becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence shall be considered to be in a new illness leave period and entitled to the full benefits.
- (d) An Employee who has returned to work on a trial basis and becomes unable to work again shall be considered to be within the original short-term leave period as defined above.

22.05 Proof of Illness

The Employer may require an employee to provide a certificate acceptable to the Employer from a legally qualified medical practitioner covering any period of absence for which sick leave is claimed. If the employee is unable

to provide the certificate then the value of the lost time will be deducted from the employee's pay.

The Employer shall be responsible for the costs of any required medical certificate.

22.06 It is acceptable for the Employer, when it deems necessary, to request that the Employee visit a qualified medical practitioner for a second opinion as to their inability to work.

22.07 Proof of Return to Work

Where the Employer has reason to believe that the Employee may not be able to perform the duties associated with their position when returning to work after illness, it may request that the Employee obtain a certificate from a qualified medical practitioner confirming their ability to perform the duties associated with their position.

22.08 Sick Leave While on Vacation

If an Employee becomes ill for a period of three (3) or more consecutive working days while on vacation and if the illness is supported by a certificate acceptable to the Employer from a qualified medical practitioner, the Employee shall be granted sick leave for that period. If sick leave is granted in these circumstances, the Employee's vacation is credited to the extent of the sick leave.

22.09 Ongoing Therapy

Employees who are participating in a scheduled ongoing series of medically required treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of Short Term Illness Leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

22.10 Employer Approval

An Employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided they have the necessary sick leave credits.

ARTICLE 23 - EMPLOYEE FILES AND PERFORMANCE REVIEW

23.01 Access To File

The Employer shall keep an Official Employment File of every Employee in its employ. The Official Employment File shall be available to the Employee for viewing during regular business hours at the Sydney office with five (5) working days' notice.

23.02 Confidentiality

The contents of an Employee's Official Employment File shall be treated with the strictest confidence.

23.03 Employee Performance Review

The Employee shall be given an opportunity to discuss the performance review and make written comments. The Employee shall be entitled to a minimum of two (2) working days to consider the performance review document before making written comments. The Employee and Employer shall jointly sign the review document confirming that the information has been reviewed and discussed. The Employee shall receive a signed copy of the document.

ARTICLE 24 - NOTICE OF RESIGNATION

24.01 Notice of Resignation

If an Employee desires to terminate their employment, they shall forward a letter of resignation to the Employer not less than ten (10) working days prior to the effective date of termination, provided however that the Employer may accept a shorter period of notice.

24.02 Failure to Give Notice

An Employee who fails to give notice required by Article 24.01, shall be struck from the payroll effective the day the Employee absents themselves without leave, and shall have deducted from monies owed the Employee by the Employer, a sum equivalent to the salary payable to them for the period of notice which they failed to work.

24.03 Absence Without Permission

(a) An Employee who is absent from their employment without permission for ten (10) consecutive days, shall be deemed to have resigned their position effective the first day of their absence.

- (b) The Employee may be reinstated if they establish to the satisfaction of the Employer, that their absence arose from a cause beyond their control and it was not possible for the Employee to notify the Employer of the reason for their absence.

24.04 Withdrawal of Resignation

An Employee who has terminated his employment through resignation may withdraw his resignation within five (5) working days of the time it has been acknowledged by the Director.

ARTICLE 25 - SERVICE AWARD

25.01 Service Award

- (a) Subject to Article 25.02 below, an Employee who was employed on or before April 1, 2015 and ceases to be employed after April 1, 2015 either by retirement or resignation from employment and is immediately eligible for a pension pursuant to the provisions of the Employer's pension plan, shall be granted a Service Award equal to (one) 1 week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a prorated payment for a partial year of service.
- (b) The amount of Service Award provided under Article 25.01(a) shall be calculated by the formula:

HOURLY RATE on termination of employment by retirement
or resignation X NUMBER OF HOURS PER WEEK = ONE
WEEK

25.02 Entitlement

- (a) The entitlement of an Employee to a Service Award shall be based on a permanent Employee's total service as defined in Article 1.08, as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.
- (b) An Employee who receives severance pay in accordance with the provisions of Article 26.06 is not entitled to a Service Award.
- (c) Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.

25.03 Death Prior to Retirement

Where an Employee dies and they would have been entitled to receive a Service Award if they had retired from the Employer immediately before their death, the Service Award to which they would have been entitled shall be paid to their beneficiary under the Group Life Insurance Policy or, to their estate if there is no such beneficiary.

25.04 Trustee

Where the person to whom a Service Award is payable has not attained the age of nineteen (19) years or in the opinion of the Governor in Council, is not capable of managing their affairs by reason of infirmity, illness or other cause, the Service Award shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Award.

25.05 Calculation of Award

The salary which shall be used to calculate the amount of the Service Award in accordance with this Article shall be the salary which the Employee was receiving on the date of the termination of their employment.

25.06 One-time Payout Option

The Employer will provide employees, who were employed on March 31, 2018, with the one-time option of an early payout of their Service Award accrued up to March 31, 2015 or receive payout on death or retirement in accordance with the provisions of the Collective Agreement. If employees choose the early payout, the salary used to calculate the payout will be the salary effective on March 31, 2018.

25.07 The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the Public Services Sustainability (2015) Act, and that this shall in no way be construed as the Union accepting or in any way admitting to the constitutionality of Bill 148 in whole or in part.

ARTICLE 26 - LAYOFF AND RECALL

26.01 Layoff shall mean a reduction in the number of permanent, casual or term Employees resulting from the elimination of positions.

26.02 Union Consultation

Where an Employee(s) is to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an Employee(s).

- 26.03 (a) In the event of the need for a layoff, an Employee may voluntarily request to be laid off and if such request is granted by the Employer, the Employee shall be entitled to the provisions of Article 26.05 and 26.06. Where there are no voluntary layoffs, Article 26.03 (b) shall apply.
- (b) Where qualifications, skill and ability and/or related experience are equal, as determined by the Employer, Employees shall be laid off in reverse order of service. The laid off Employee shall be entitled to the provisions of Article 26.05 and 26.06
- (c) In the event of layoff within the bargaining unit, employees in positions where there are personnel surplus to requirements, as determined by the employer, shall be laid off in reverse order of service by job classification. The laid off employee may bump the junior employee within their employment status (e.g. Permanent, Term, Casual):
- First, an equivalent rated job classification; or
 - Second, lesser rated job classification.

in the bargaining unit provided the employee has the required qualifications, skills and ability and/or related experience to perform the job. For greater clarity non-permanent employees (terms/casuals) shall not bump permanent employees. The employee shall bump the most junior employee in a classification. Those employees who are displaced shall be afforded the rights in Article 26.03 (c). Should an employee choose to exercise their option to bump they must notify the Employer within five (5) working days from receipt of notice of layoff.

26.04 The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts more than twenty-one (21) consecutive months.

26.05 Recall Procedure

- (a) Employees who are laid off shall be placed on a recall list.

- (b) A laid off Employee shall be recalled in accordance with the criteria set out in Article 26.03 (b).
- (c) The Employer shall give notice of recall by registered mail to the Employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (d)
 - (i) Only permanent full time and permanent part time employees on recall shall be eligible to be recalled to permanent full time or part time vacancies respectively.
 - (ii) Casuals or term employees shall not be eligible to be recalled to permanent vacancies.
 - (iii) All employees on recall shall be eligible to be recalled to casual or term vacancies.
 - (iv) An employee's refusal to accept recall for occasional work or for employment of short duration while they are employed elsewhere shall not constitute loss of service. This shall be defined as twenty (20) consecutive working days or less.
 - (v) An employee's refusal to accept recall for work for greater than twenty (20) consecutive working days shall result in loss of service and the employee shall be struck from the recall list. This shall not apply to permanent employees on recall unless it is a recall opportunity to a permanent vacancy.
 - (vi) A permanent, term or casual employee who is called back to work and refuses this work for medical reasons, may be deemed not to have exercised a work refusal and may remain on the recall list after the refusal. The employee who refused the recall shall be required to provide a satisfactory certificate from a registered medical practitioner in order for the recall refusal not be deemed a recall refusal under 26.05v.

Note – This does not elongate the recall time

- (vii) A return to work for occasional work or employment of short duration of less than twenty (20) consecutive working days shall not constitute a break in the recall period and for greater clarity upon completion of the work assignment the recall period shall not be re-started.
- (viii) A return to work for work of greater than twenty (20) consecutive working days shall constitute a break in the recall

period and upon completion of the work assignment the recall period shall be re-started.

(ix) An employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's classification

(e) No person shall be hired to fill a vacant position where an Employee on the recall list has the required qualifications, skill and ability and/or related experience for the position.

26.06 (a) At the end of the twenty-one (21) month recall period, or at any earlier time if an Employee who is in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the Employee shall be granted severance pay equal to three (3) weeks' pay for every year of service to a maximum of fifty-two (52) weeks' pay and for a minimum of four (4) weeks' pay. Where there is a partial year of service, the severance pay will be pro-rated accordingly.

(b) The amount of severance pay shall be calculated by the formula:

hourly rate X number of weekly hours = one week

(c) The entitlement of an Employee to severance pay shall be at the employee's regular rate of pay upon receipt of layoff notice and will be based on the Employees total service as defined in Article 1.08.

26.07 Notice of Layoff

Where possible, the Employer shall notify Employees who are to be laid off fifteen (15) working days prior to the effective date of layoff; but in no event shall the layoff be less than ten (10) working days. Subject to the foregoing, the Employee shall be paid for those days for which work was not made available, but for which the Employee was scheduled to work.

26.08 Loss of Service

An employee shall lose service in the event that:

(a) the employee is discharged for just cause and not reinstated;

(b) the employee resigns;

(c) the employee is struck from the recall list;

- (d) the employee is laid off for more than twenty-one (21) consecutive months without recall.

ARTICLE 27 – CLOTHING AND EQUIPMENT

27.01 Safety Footwear and Clothing

The Employer is responsible for providing maintenance, janitorial and ground staff with appropriate safety apparel (CSA approved hard hats, gloves, goggles, ear protectors, etc.). Union Members are responsible for wearing the apparel in accordance with Occupational Health & Safety Act and Housing Authority Policy.

- (a) Each permanent maintenance, grounds, janitorial, and painting Employee shall be reimbursed up to one hundred-fifty dollars (\$150.00), excluding taxes, per year, upon providing proof of purchase receipts, for CSA approved safety footwear.
 - i. Other permanent employees who require protective footwear to safely perform their duties, as determined by the Employer, shall be reimbursed for CSA approved footwear as described above.
 - ii. In addition, the Employer shall provide one (1) pair of knee high rubber safety boots and one (1) rain suit to maintenance and grounds staff, as necessary and thereafter they will be replaced upon inspection and approval.
- (b) The Employer shall supply permanent maintenance, painting and grounds, janitorial and care taker high rise Employee(s) with an initial five (5) pairs of pants, five (5) shirts, and two (2) hats.
- (c) The Employer shall supply permanent maintenance, painting, grounds and caretaker high rise employee(s) with one (1) summer jacket, one (1) winter jacket and one (1) pair of overalls.
- (d) The Employer will place the order for clothing no later than June 1st of each year. The Employer shall supply permanent janitorial employee(s) with one (1) summer jacket, one (1) winter jacket and one (1) pair of unlined coveralls.
- (e) Clothing will be replaced as required, at the discretion of the Employer, but at least annually. Winter jackets, where supplied by the Employer will be replaced as required, at the discretion of the Employer, but at least every two (2) years.

- (f) The foregoing safety footwear and clothing shall only be worn while performing Employer business. Employees are responsible for cleaning and making minor repairs to clothing issuance.

Uniforms are the property of the Housing Authority and are to be returned at the end of employment with the Housing Authority. Lost or stolen clothing will be replaced at the expense of the Employee.

- (g) The Employer shall provide all safety equipment necessary for the occupational safety and health of Employees, as determined by the Occupational Health & Safety Act.

27.02 Employee Owned Tools

The Employer who requires maintenance employees to provide their own tools shall take a yearly inventory of the employees' tools, noting their condition. Tools which are damaged, worn or unsafe and deemed essential to the position shall be repaired or replaced by the Housing Authority. These tools shall become the property of the Employee.

27.03 Housing Authority Provided Tools

The Employer who provides full time maintenance staff with tools shall, on a yearly basis, inventory the tools of the employees, noting their condition. Tools which are damaged, worn or unsafe, shall be repaired or replaced by the Housing Authority. These tools shall remain the property of the Housing Authority.

27.04 Equipment

The Employer shall provide maintenance employees with the appropriate power tools to carry out their duties. This equipment shall be inventoried, either centrally or to an individual, and checked annually. Equipment that is damaged, worn or unsafe, shall be repaired or replaced by the Housing Authority. Tools and equipment belonging to the Housing Authority shall not be used for personal use.

27.05 Lost or Stolen Tools and Equipment

All tools and equipment in the custody of an Employee are the responsibility of the Employee if the tools and equipment are lost or stolen and the Employee is found to have been negligent, it may be the responsibility of the Employee to replace the items at the Employee's expense.

ARTICLE 28 – EMPLOYEE ASSISTANCE PROGRAM

28.01 The Parties recognize and support the existing confidential EAP Program for the benefit of Employees.

ARTICLE 29 – OCCUPATIONAL HEALTH & SAFETY

29.01 The Employer and Union agree to formulate a committee to be known as the Occupational Health and Safety Committee. Such committee shall consist of up to six (6) representatives selected by the Union and up to six (6) representatives of the Employer. Such Committee shall meet monthly to deal with the Occupational Health and Safety Act and Regulations.

29.02 Committee members shall have time off with pay during regular hours of work for committee meetings and other duties.

29.03 Union Occupational Health and Safety Committee members who apply for and who are approved by the Employer to attend Occupational Health and Safety training Programs that are provided through the Employer or the Union shall be entitled to time off work with no loss of earnings.

29.04 First-Aid and CPR Training

In the interests of the occupational safety and health of Employees, the Employer will maintain a program of first-aid and CPR training and WHMIS training.

ARTICLE 30 – TRAVEL REGULATIONS

30.01 Kilometerage Allowance

An Employee who is authorized to use a privately-owned automobile on the Employer's business shall be paid a kilometerage allowance. Compensation shall be either of the following rates:

(a) 0 – 16,000 km 45.85 cents/kms (April 1, 2019)

Over 16,000km 40.46 cents/km (Effective April 1, 2019)

(b) For positions to which Employees are authorized and regularly use their vehicle in the performance of maintenance or grounds services i.e. transporting equipment, materials or supplies of the employer between locations, the current premium of 3.1 cents per kilometre will continue to apply.

- (c) The rates above will be adjusted annually (up or down) on April 1 of any subsequent years of this agreement. This adjustment will be based on the annual average year over year percentage changes in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage changes over January to December.

An employee shall be reimbursed for actual kilometre's driven on Employer business. This will include kilometres driving starting from home and ending at home where the employee is not required to report to headquarters at the beginning of their regular shift. For greater clarity, this will not include reimbursement for kilometres when directed to report to headquarters at the end of their regular shift. An employee may be reimbursed for kilometres driven to and from headquarters at unusual hours.

The Employee is responsible for maintaining adequate automobile insurance coverage and is responsible for payment of their insurance premiums and deductible. Housing Authorities are encouraged to be proactive in having employees who utilize private or Housing Authority vehicles in their work to complete defensive driving courses.

30.02 Other Expenses

Reasonable expenses incurred by the Employees on the business of the Employer shall be reimbursed by the Employer.

- 30.03 Subject to Article 30.02, an Employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

- | | |
|-------------|--|
| Breakfast | \$8.00 per day may be claimed when the Employee has been traveling on the Employer's business for more than one hour before the recognized time for the start of the day's work. |
| Lunch | \$15.00 per day |
| Dinner | \$20.00 per day may be claimed when the Employee is not expected to return to their residence before 6:30 pm. |
| Incidentals | \$5.00 on overnight stay on business. No receipts will be required. |

ARTICLE 31 – PAY PROVISIONS

31.01 Rates of Pay

The rates of pay as set out in Schedule A shall form part of this Agreement.

31.02 Rate of Pay Upon Appointment

Subject to the Article 31.03, the rate of compensation of the person upon appointment to a position shall be the minimum rate prescribed for the class to which they are appointed.

Time served in the position through term appointment, or expression of interest, continuous with the person being appointed to that same position on a permanent basis shall be counted as time served in the position for purpose of placement on the salary scale and shall be considered a reclassification for the purpose of 31.07 a) Anniversary Date.

31.03 Exception

The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

31.04 Rate of Pay Upon Promotion

Subject to Article 31.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the Employee before the promotion.

Time served in the position through term appointment, or expression of interest, continuous with the person being appointed to that same position on a permanent basis shall be counted as time served in the position for purpose of placement on the salary scale and shall be considered a reclassification for the purpose of 31.07 a) Anniversary Date.

31.05 Exception

The rate of compensation of an Employee upon promotion to a position may be at a rate higher than that prescribed in Article 31.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

31.06 Rate of Pay Upon Demotion

The rate of compensation of an Employee upon demotion to a position in a lower pay range shall be at the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the Employee before the demotion.

31.07 Anniversary Date

The anniversary date of an Employee shall be the day of the month in which employment begins. The anniversary date will only change to another day if:

- (a) the Employee is reclassified, at which time the date of the reclassification becomes their new anniversary date;
- (b) the Employee has been on leave of absence without pay, in which case the Employee's anniversary date will be moved forward by the amount of time which the Employee was on leave without pay, unless otherwise provided in this Agreement.

31.08 Salary Increments

The Employer shall advance an employee to the next step on the wage grid who has served for a period of twelve (12) months following the day established in Article 31.07 or twelve (12) months following the date of a change in their rate of compensation as established in Articles 31.04, 31.05 or 31.06.

31.09 Increments for Term and Casual Employees

The Employer may grant an increment for meritorious service after a term or casual employee has earned 12 months of service following the date of signing of this agreement. For greater clarity, this entitlement is not retroactive prior to the date of signing of this agreement. A casual/term employee who is appointed to a permanent position shall use the date of their appointment to the permanent position as their anniversary date for all future increments.

31.10 Granting of Withheld Increment

When an increase provided for in Article 31.08 is withheld, the increase may be granted at any time after the increase was withheld.

31.11 Acting Pay

- (a) Where an Employee is designated to perform the principal duties of a higher paying position for a period in excess of three (3) consecutive days, either because of the temporary absence of the incumbent or because the higher position is vacant and approved for refill, they shall receive acting pay, including the three (3) consecutive days, equivalent to ten (10%) percent higher than the Employee's existing rate provided that the acting pay shall not exceed the maximum of the higher paying position.
- (b) Contributions to group insurance benefits continue at the Employee's regular rate of pay. Pension benefits are paid on the new rate of pay.
- (c) Acting pay shall not be awarded to an Employee whose position description normally requires periodic substitution in a higher position.
- (d) Acting pay provisions do not preclude the right of the Employer to assign duties of any Employee among remaining Employees of the work unit where temporary absences occur.

ARTICLE 32 – CLASSIFICATIONS

32.01 When the duties or responsibilities in any classification are substantially altered by management or where the Union alleges an employee is incorrectly classified or where a position not covered in Schedule A is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on a reclassification and/or rate of pay of the classification in question, such dispute may be submitted to grievance.

Upon request and with reasonable notice the Employer shall provide the union with a list of all unionized employees, their job title, and their pay scale.

ARTICLE 33 – DRIVER LICENSES

33.01 Employees who require a driver's license to operate equipment or vehicles in the employ of the Housing Authority are responsible to inform the Employer of any change in driving status. Failure to notify will result in disciplinary action. The Employer may request a certified drivers abstract from any operator at any time. The Employer agrees to reimburse employee for cost of abstract.

ARTICLE 34 – CORRESPONDENCE

34.01 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Director of the Cape Breton Island Housing Authority and the Secretary of the Union.

ARTICLE 35 – SUCCESSOR RIGHTS

35.01 Employees shall be covered by the provisions of Section 31 and 32 of the Trade Union Act.

ARTICLE 36 – CONTRACTING OUT

36.01 The Parties hereto agree that for the term of this agreement there shall be no restriction on contracting out by the Employer of the work or services of a kind now performed by permanent full time or part time Employees herein represented: provided however that no permanent full time or permanent part time Employee of the Employer shall, as a result of such contracting out thereby be laid off.

ARTICLE 37 – EDUCATION LEAVE AND TRAINING

37.01 Where employees are required by the Employer to take courses the Employer shall pay the full cost associated with the courses

ARTICLE 38 - WAGES

38.01 The Employer shall pay employees the salaries as stipulated in Schedule "A".

38.02 Employees shall be paid bi-weekly on Thursdays by direct deposit with a list showing earnings and deductions with each pay.

38.03 All rates of pay for former casuals, terms and/or those converted to permanent full time or part time positions shall be effective the date of signing.

38.04 In the event NSGEU Civil Service, CUPE Highway Workers, or any bargaining unit of the Health Authorities (IWK, NSHA) negotiates a greater general economic increase than 1.5% in years 7 and/or in year 8, the greater general economic increase will apply instead of the scheduled 1.5% increase in those years.

ARTICLE 39 – TERM OF AGREEMENT

39.01 (a) This agreement shall be effective from April 1, 2015 to March 31, 2023. This agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiration of the agreement.

(b) The Employer agrees that the length of the term of the Agreement (8 years) will not be used as a precedent by an Employer in any future bargaining between the parties for any CUPE Bargaining Unit or in any Sector.

39.02 Unless otherwise stated in this agreement there will be no retroactive effect given to any clause of this collective agreement and all changes take effect on date of signing. Economic adjustments will be provided retroactively as agreed between the parties.

39.03 During the term of this agreement, any change deemed necessary in this agreement may be made by mutual agreement between the Employer and the Union.

39.04 Retroactive Pay for Terminated Employees

Employees who have been laid off, retired or resigned from the bargaining unit between April 1, 2015 and date of signing of this collective agreement shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

SIGNED at Halifax and Sydney, Nova Scotia, this day of June, 2020.

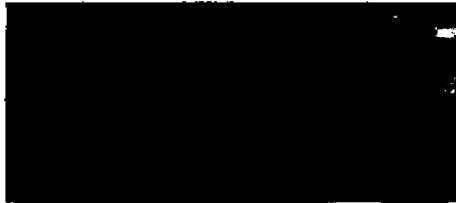
**CAPE BRETON ISLAND HOUSING
AUTHORITY**



Nancy MacLellan
Deputy Minister
Department of Municipal Affairs and
Housing



Shawn Luker
Director
Cape Breton Island Housing Authority

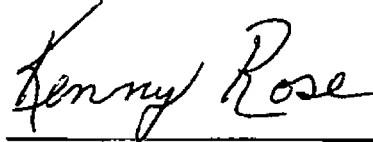


Meredith Wain
Director of Labour Relations
Public Service Commission

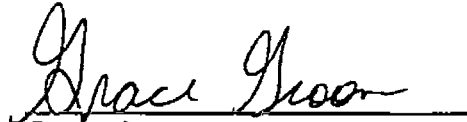


Christine Dean
Director, Human Resources
Housing Authority Services

**CANADIAN UNION OF PUBLIC
EMPLOYEES**



Kenny Rose
President
CUPE Local 4840

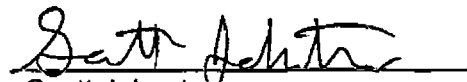


Grace Groom
Recording Secretary
CUPE Local 4840

(Signed by Union Executive)
Aug 7 / 2020



Trisha Mombourquette
Vice-President
CUPE Local 4840



Scott Johnston
Bargaining Committee Member
CUPE Local 4840

COST OF LIVING ALLOWANCE (COLA)

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8			
0% (April 1, 2015)	0% (April 1, 2016)	+1% (April 1, 2017)	+1.5% (April 1, 2018)	+0.5% (March 31, 2019)	+1.5% (April 1, 2019)	+0.5% (March 31, 2020)	+1.5% (April 1, 2020)	+0.5% (March 31, 2021)	+1.5% (April 1, 2021)	+1.5% (April 1, 2022)

In the event NSGEU Civil Service, CUPE Highway Workers, or any bargaining unit of the Health Authorities (IWK, NSHA) negotiates a greater general economic increase than 1.5% in years 7 and/or in year 8, the greater general Economic increase will apply instead of the scheduled 1.5% increase in those years.

RE-CLASSES

Note: Only the following Positions have been re-classified as noted in the Schedule "A" – Wage Rates.
Re-classes starting at Year 5 (Date of Ratification), Par at Year 8

Maintenance Clerk – CL 13 Re-Class to CL18	Accounting Clerk (1) – CL 13 Re-Class to CL18
Accounting Clerk (2) – CL 14 Re-Class to CL 18	Income Review Clerk – CL 18 Re-Class to CL 20
Senior Accounting Clerk – CL 18 Re-Class to CL22	Grounds Person/Janitor/Cleaners – TE 2 Re-Class to TE 5

SCHEDULE A - WAGE RATES

POSITION TITLE

STEP

		1	2	3	4	5	6
Accounting Clerk (1)	2015 Expired	\$18.75	\$19.11	\$19.47	\$19.93	\$20.41	N/A
Maintenance Clerk	2016 Expired	\$18.75	\$19.11	\$19.47	\$19.93	\$20.41	N/A
(CL13 Re-Class to CL18)	01-Apr-17	\$18.94	\$19.30	\$19.66	\$20.13	\$20.61	N/A
	01-Apr-18	\$19.32	\$19.69	\$20.06	\$20.53	\$21.03	N/A
	01-Apr-19	\$20.30	\$20.76	\$21.21	\$21.73	\$22.27	N/A
	01-Apr-20	\$21.32	\$21.86	\$22.39	\$22.97	\$23.56	N/A
	01-Apr-21	\$22.26	\$22.88	\$23.50	\$24.13	\$24.76	N/A
	01-Apr-22	\$23.23	\$23.93	\$24.63	\$25.33	\$26.00	N/A

POSITION TITLE**STEP**

		1	2	3	4	5	6
Accounting Clerk (2) (CL14 Re-Class to CL18)	2015 Expired	\$19.11	\$19.47	\$19.93	\$20.41	\$21.03	N/A
	2016 Expired	\$19.11	\$19.47	\$19.93	\$20.41	\$21.03	N/A
	01-Apr-17	\$19.30	\$19.66	\$20.13	\$20.61	\$21.24	N/A
	01-Apr-18	\$19.69	\$20.06	\$20.53	\$21.03	\$21.67	N/A
	01-Apr-19	\$20.59	\$21.04	\$21.57	\$22.11	\$22.76	N/A
	01-Apr-20	\$21.52	\$22.05	\$22.64	\$23.23	\$23.89	N/A
	01-Apr-21	\$22.36	\$22.98	\$23.62	\$24.27	\$24.93	N/A
	01-Apr-22	\$23.23	\$23.93	\$24.63	\$25.33	\$26.00	N/A
Accounting Supervisor Payroll Clerk (CL18)	2015 Expired	\$21.03	\$21.67	\$22.30	\$22.93	\$23.54	N/A
	2016 Expired	\$21.03	\$21.67	\$22.30	\$22.93	\$23.54	N/A
	01-Apr-17	\$21.24	\$21.89	\$22.52	\$23.16	\$23.78	N/A
	01-Apr-18	\$21.67	\$22.33	\$22.98	\$23.62	\$24.25	N/A
	01-Apr-19	\$22.10	\$22.77	\$23.44	\$24.10	\$24.74	N/A
	01-Apr-20	\$22.55	\$23.23	\$23.91	\$24.58	\$25.24	N/A
	01-Apr-21	\$22.88	\$23.58	\$24.27	\$24.95	\$25.61	N/A
	01-Apr-22	\$23.23	\$23.93	\$24.63	\$25.33	\$26.00	N/A
Senior Accounting Clerk (CL18 Re-Class to CL22)	2015 Expired	\$21.03	\$21.67	\$22.30	\$22.93	\$23.54	N/A
	2016 Expired	\$21.03	\$21.67	\$22.30	\$22.93	\$23.54	N/A
	01-Apr-17	\$21.24	\$21.89	\$22.52	\$23.16	\$23.78	N/A
	01-Apr-18	\$21.67	\$22.33	\$22.98	\$23.62	\$24.25	N/A
	01-Apr-19	\$22.92	\$23.59	\$24.29	\$24.93	\$25.58	N/A
	01-Apr-20	\$24.22	\$24.90	\$25.64	\$26.28	\$26.95	N/A
	01-Apr-21	\$25.44	\$26.13	\$26.91	\$27.54	\$28.22	N/A
	01-Apr-22	\$26.68	\$27.38	\$28.21	\$28.83	\$29.52	N/A

POSITION TITLE**STEP**

		1	2	3	4	5	6
Switchboard Operator Purchasing Clerk (CL14)	2015 Expired	\$19.11	\$19.47	\$19.93	\$20.41	\$21.03	N/A
	2016 Expired	\$19.11	\$19.47	\$19.93	\$20.41	\$21.03	N/A
	01-Apr-17	\$19.30	\$19.66	\$20.13	\$20.61	\$21.24	N/A
	01-Apr-18	\$19.69	\$20.06	\$20.53	\$21.03	\$21.67	N/A
	01-Apr-19	\$20.08	\$20.46	\$20.95	\$21.45	\$22.10	N/A
	01-Apr-20	\$20.49	\$20.87	\$21.37	\$21.88	\$22.55	N/A
	01-Apr-21	\$20.79	\$21.19	\$21.69	\$22.21	\$22.88	N/A
	01-Apr-22	\$21.11	\$21.50	\$22.01	\$22.54	\$23.23	N/A
Applications Clerk (CL16)	2015 Expired	\$19.93	\$20.41	\$21.03	\$21.67	\$22.30	N/A
	2016 Expired	\$19.93	\$20.41	\$21.03	\$21.67	\$22.30	N/A
	01-Apr-17	\$20.13	\$20.61	\$21.24	\$21.89	\$22.52	N/A
	01-Apr-18	\$20.53	\$21.03	\$21.67	\$22.33	\$22.98	N/A
	01-Apr-19	\$20.95	\$21.45	\$22.10	\$22.77	\$23.44	N/A
	01-Apr-20	\$21.37	\$21.88	\$22.55	\$23.23	\$23.91	N/A
	01-Apr-21	\$21.69	\$22.21	\$22.88	\$23.58	\$24.27	N/A
	01-Apr-22	\$22.01	\$22.54	\$23.23	\$23.93	\$24.63	N/A
Income Review Clerk (CL 18 Re-Class CL 20)	2015 Expired	\$21.03	\$21.67	\$22.30	\$22.93	\$23.54	N/A
	2016 Expired	\$21.03	\$21.67	\$22.30	\$22.93	\$23.54	N/A
	01-Apr-17	\$21.24	\$21.89	\$22.52	\$23.16	\$23.78	N/A
	01-Apr-18	\$21.67	\$22.33	\$22.98	\$23.62	\$24.25	N/A
	01-Apr-19	\$22.43	\$23.10	\$23.76	\$24.42	\$25.07	N/A
	01-Apr-20	\$23.22	\$23.90	\$24.57	\$25.25	\$25.91	N/A
	01-Apr-21	\$23.91	\$24.60	\$25.28	\$25.96	\$26.63	N/A
	01-Apr-22	\$24.62	\$25.31	\$26.00	\$26.69	\$27.38	N/A

POSITION TITLE**STEP**

		1	2	3	4	5	6
Applications Officer (PR4)	2015 Expired	\$22.17	\$23.04	\$24.06	\$25.05	\$26.06	\$27.17
	2016 Expired	\$22.17	\$23.04	\$24.06	\$25.05	\$26.06	\$27.17
	01-Apr-17	\$22.39	\$23.27	\$24.30	\$25.30	\$26.32	\$27.44
	01-Apr-18	\$22.84	\$23.74	\$24.79	\$25.81	\$26.85	\$27.99
	01-Apr-19	\$23.30	\$24.21	\$25.29	\$26.33	\$27.39	\$28.55
	01-Apr-20	\$23.77	\$24.70	\$25.79	\$26.86	\$27.94	\$29.13
	01-Apr-21	\$24.12	\$25.07	\$26.18	\$27.26	\$28.36	\$29.56
	01-Apr-22	\$24.49	\$25.45	\$26.57	\$27.67	\$28.78	\$30.01
Collections Officer (TE20)	2015 Expired	\$25.25	\$26.32	\$27.35	\$28.42	\$29.61	N/A
	2016 Expired	\$25.25	\$26.32	\$27.35	\$28.42	\$29.61	N/A
	01-Apr-17	\$25.50	\$26.58	\$27.62	\$28.70	\$29.91	N/A
	01-Apr-18	\$26.01	\$27.12	\$28.18	\$29.28	\$30.51	N/A
	01-Apr-19	\$26.54	\$27.66	\$28.74	\$29.87	\$31.12	N/A
	01-Apr-20	\$27.07	\$28.22	\$29.32	\$30.47	\$31.74	N/A
	01-Apr-21	\$27.48	\$28.64	\$29.76	\$30.92	\$32.22	N/A
	01-Apr-22	\$27.89	\$29.07	\$30.21	\$31.39	\$32.70	N/A
Purchasing Agent Community Relations Officer (PR8)	2015 Expired	\$26.06	\$27.17	\$28.27	\$29.50	\$30.71	\$31.94
	2016 Expired	\$26.06	\$27.17	\$28.27	\$29.50	\$30.71	\$31.94
	01-Apr-17	\$26.32	\$27.44	\$28.55	\$29.80	\$31.02	\$32.26
	01-Apr-18	\$26.85	\$27.99	\$29.13	\$30.39	\$31.64	\$32.91
	01-Apr-19	\$27.39	\$28.55	\$29.71	\$31.00	\$32.27	\$33.57
	01-Apr-20	\$27.94	\$29.13	\$30.31	\$31.63	\$32.92	\$34.24
	01-Apr-21	\$28.36	\$29.56	\$30.76	\$32.10	\$33.42	\$34.76
	01-Apr-22	\$28.78	\$30.01	\$31.22	\$32.58	\$33.92	\$35.28

POSITION TITLE

STEP

		1	2	3	4	5	6
Property Maintenance (TE 13)	2015 Expired	\$19.58	\$20.29	\$20.97	\$21.70	\$22.40	N/A
	2016 Expired	\$19.58	\$20.29	\$20.97	\$21.70	\$22.40	N/A
	01-Apr-17	\$19.78	\$20.49	\$21.18	\$21.92	\$22.62	N/A
	01-Apr-18	\$20.17	\$20.90	\$21.60	\$22.36	\$23.08	N/A
	01-Apr-19	\$20.58	\$21.32	\$22.04	\$22.81	\$23.54	N/A
	01-Apr-20	\$20.99	\$21.75	\$22.48	\$23.26	\$24.01	N/A
	01-Apr-21	\$21.31	\$22.08	\$22.82	\$23.61	\$24.37	N/A
	01-Apr-22	\$21.63	\$22.41	\$23.16	\$23.97	\$24.74	N/A
Maintenance Person 2 Painter (TE15)	2015 Expired	\$20.97	\$21.70	\$22.40	\$23.29	\$24.20	N/A
	2016 Expired	\$20.97	\$21.70	\$22.40	\$23.29	\$24.20	N/A
	01-Apr-17	\$21.18	\$21.92	\$22.62	\$23.52	\$24.44	N/A
	01-Apr-18	\$21.60	\$22.36	\$23.08	\$24.00	\$24.93	N/A
	01-Apr-19	\$22.04	\$22.81	\$23.54	\$24.48	\$25.43	N/A
	01-Apr-20	\$22.48	\$23.26	\$24.01	\$24.97	\$25.94	N/A
	01-Apr-21	\$22.82	\$23.61	\$24.37	\$25.34	\$26.33	N/A
	01-Apr-22	\$23.16	\$23.97	\$24.74	\$25.72	\$26.73	N/A
Maintenance Technician (TE17)	2015 Expired	\$22.40	\$23.29	\$24.20	\$25.24	\$26.30	N/A
	2016 Expired	\$22.40	\$23.29	\$24.20	\$25.24	\$26.30	N/A
	01-Apr-17	\$22.62	\$23.52	\$24.44	\$25.49	\$26.56	N/A
	01-Apr-18	\$23.08	\$24.00	\$24.93	\$26.00	\$27.10	N/A
	01-Apr-19	\$23.54	\$24.48	\$25.43	\$26.53	\$27.64	N/A
	01-Apr-20	\$24.01	\$24.97	\$25.94	\$27.06	\$28.20	N/A
	01-Apr-21	\$24.37	\$25.34	\$26.33	\$27.46	\$28.62	N/A
	01-Apr-22	\$24.74	\$25.72	\$26.73	\$27.88	\$29.05	N/A

POSITION TITLE**STEP**

		1	2	3	4	5	6
Maintenance Lead Hand (MLH)	2015 Expired	\$23.29	\$24.20	\$25.25	\$26.31	\$27.35	N/A
	2016 Expired	\$23.29	\$24.20	\$25.25	\$26.31	\$27.35	N/A
	01-Apr-17	\$23.52	\$24.44	\$25.50	\$26.57	\$27.62	N/A
	01-Apr-18	\$24.00	\$24.93	\$26.01	\$27.11	\$28.18	N/A
	01-Apr-19	\$24.48	\$25.43	\$26.54	\$27.65	\$28.74	N/A
	01-Apr-20	\$24.97	\$25.94	\$27.07	\$28.21	\$29.32	N/A
	01-Apr-21	\$25.34	\$26.33	\$27.48	\$28.63	\$29.76	N/A
	01-Apr-22	\$25.72	\$26.73	\$27.89	\$29.06	\$30.21	N/A
Janitor/Caretaker Hi Rise Maintenance Person 1 (TE5)	2015 Expired	\$15.95	\$16.36	\$16.76	\$17.15	\$17.55	N/A
	2016 Expired	\$15.95	\$16.36	\$16.76	\$17.15	\$17.55	N/A
	01-Apr-17	\$16.11	\$16.52	\$16.93	\$17.32	\$17.73	N/A
	01-Apr-18	\$16.43	\$16.86	\$17.27	\$17.67	\$18.08	N/A
	01-Apr-19	\$16.76	\$17.19	\$17.61	\$18.02	\$18.44	N/A
	01-Apr-20	\$17.10	\$17.54	\$17.97	\$18.39	\$18.81	N/A
	01-Apr-21	\$17.36	\$17.80	\$18.24	\$18.66	\$19.10	N/A
	01-Apr-22	\$17.62	\$18.07	\$18.51	\$18.94	\$19.38	N/A
Grounds Person Janitor/Cleaners (TE2 Re-Class to TE5)	2015 Expired	\$13.01	\$13.32	\$13.67	\$14.02	\$14.37	N/A
	2016 Expired	\$13.01	\$13.32	\$13.67	\$14.02	\$14.37	N/A
	01-Apr-17	\$13.14	\$13.45	\$13.81	\$14.16	\$14.51	N/A
	01-Apr-18	\$13.40	\$13.72	\$14.08	\$14.44	\$14.81	N/A
	01-Apr-19	\$14.45	\$14.80	\$15.18	\$15.56	\$15.94	N/A
	01-Apr-20	\$15.52	\$15.91	\$16.31	\$16.71	\$17.11	N/A
	01-Apr-21	\$16.56	\$16.97	\$17.40	\$17.81	\$18.23	N/A
	01-Apr-22	\$17.62	\$18.07	\$18.51	\$18.94	\$19.38	N/A

SCHEDULE B CASUAL EMPLOYEES

Notwithstanding the term "Employee" as used in this agreement, Casual Employees shall be covered by only the following articles or sub-articles of the collective agreement:

- Article 1 Definitions, in its entirety
- Article 2 No Discrimination, in its entirety
- Article 3 Recognition, in its entirety
- Article 4 Management Rights, in its entirety
- Article 5 Strikes and Lockouts, in its entirety
- Article 6 Information, in its entirety
- Article 7 Probationary Period
7.01 and 7.03
- Article 8 Job Posting- 8.01 A casual vacancy shall be posted in accordance with Article 8.01 and 8.02 of the Collective Agreement.
- Article 9 Union Security & Check Off, in its entirety
- Article 10 Time off for Union Activity, in its entirety
- Article 11 Hours of Work,
11.01, 11.02, 11.03 (iii) holidays
- Article 12 Overtime, in its entirety
- Article 13 Injury on Duty,
13.01
13.02 (a)
13.02 (b) Applies to casuals with the exception that an employee whose casual end date was communicated shall not be covered by 13.02 (b) (top up) beyond the end date of the casual appointment as communicated or beyond the formal layoff notice date where casual layoff notice or end date was provided prior to the date of injury. The layoff date shall constitute the end date of employment and therefore the end of the Employer's obligation under 13.02 (b) (top up).
13.02 (e) (WCB payments directly to employees)
13.02 (f) (ambulance transportation)

- Article 14 Labour Management Committee, in its entirety
- Article 15 Discipline and Discharge, in its entirety
- Article 16 Grievance and Arbitration, in its entirety
- Article 17 Vacations- the Casual Employee shall receive vacation pay equivalent to four percent (4%) of the Employee's earnings and six percent (6%) after eight (8) years.
- Article 18 Holidays, in its entirety
- Article 19 Special Leave
 19.01 Bereavement Leave, in its entirety
 19.02 Court Leave, in its entirety
 19.10 Medical and Dental Appointments, in its entirety, except the casual Employee's leave of absence shall be two (2) days per annum.
 19.11 Storm Conditions, in its entirety
 19.15 Leave for Birth of Child / Adoption, in its entirety
- Article 20 Blood Donors, in its entirety
- Article 21 Group Insurance and Pension Plans
 21.04 (b) Pension eligibility for Term/Casual Employees
- Article 22.01 Sick Leave
 The casual Employee shall accumulate one (1) sick day per month in order to provide the Employee with paid sick leave in the event the Employee is unable to work due to illness or injury while the Employee is employed in the casual position. In the event of a layoff, a casual employee's sick bank will be maintained to a maximum of 5 days for a period of 12 months after the layoff.
- 22.05 – Proof of Illness
 22.06 – Second Medical Opinion
 22.07 – Proof of return to work
- Article 23 Employee Files and Performance Review, in its entirety
- Article 24 Notice of Resignation, in its entirety
- Article 26 Layoff and Recall

Article 27 Clothing and Equipment

27.01 Preamble

27.01 (a) Each maintenance, grounds, janitorial and painting employee shall be reimbursed up to one hundred – fifty dollars (\$150.00) excluding taxes, upon providing proof of purchase receipt for an initial CSA approved safety footwear allotment. The subsequent entitlement for this reimbursement will be provided after twelve months of service.

(a) ii)

(b) and (c)

(e) Clothing will be replaced as required, at the discretion of the Employer, but at least after twelve (12) month's service. Winter jackets, where supplied by the Employer will be replaced as required, at the discretion of the Employer, but at least after 24 months service.

(f)

(g)

27.02 Employee Owned Tools

27.03 Housing Authority Provided Tools

27.04 Equipment

27.05 Lost or Stolen Tools and Equipment

Article 28 Employee Assistance Program, in its entirety

Article 29 Occupational Health and Safety, in its entirety

Article 30 Travel Regulations, in its entirety

Article 31 Pay Provisions

The casual Employee shall be paid the Step 1 rate for the classification in which the Employee is employed. The Employer may grant an increment for meritorious service after a casual employee has earned 12 months of service following the date of signing of this agreement. For greater clarity, this entitlement is not retroactive prior to the date of signing of this agreement. A casual employee who is appointed to a permanent position shall use the date of their appointment to the permanent position as their anniversary date for all future increments.

Article 33 Driver Licenses

Article 39 Term of Agreement, in its entirety

SCHEDULE C TERM EMPLOYEES

Notwithstanding the term "Employee" as used in this agreement, Term Employees shall be covered by only the following articles or sub-articles of the collective agreement:

- Article 1 Definitions, in its entirety
- Article 2 No Discrimination, in its entirety
- Article 3 Recognition, in its entirety
- Article 4 Management Rights, in its entirety
- Article 5 Strikes and Lockouts, in its entirety
- Article 6 Information, in its entirety
- Article 7 Probationary Period
7.01 and 7.03
- Article 8 Job Posting- 8.01 A term vacancy shall be posted in accordance with Article 8.01 and 8.02 of the Collective Agreement.
- Article 9 Union Security & Check Off, in its entirety
- Article 10 Time off for Union Activity, in its entirety
- Article 11 Hours of Work,
11.01, 11.02, 11.03 iii (holidays)
- Article 12 Overtime, in its entirety
- Article 13 Injury on Duty
13.01
13.02 (a) WCB Top Up
13.02 (b) Applies to casuals with the exception that an employee whose casual end date was communicated shall not be covered by 13.02 (b) (top up) beyond the end date of the casual appointment as communicated or beyond the formal layoff notice date where casual layoff notice or end date was provided prior to the date of injury. The layoff date shall constitute the end date of employment and therefore the end of the Employer's obligation under 13.02 (b) (top up).
13.02 (e) (WCB payments directly to employees)
13.02 (f) (ambulance transportation)

- Article 14** **Labour Management Committee, in its entirety**
- Article 15** **Discipline and Discharge, in its entirety**
- Article 16** **Grievance and Arbitration, in its entirety**
- Article 17** **Vacations- the Term Employee shall receive vacation pay equivalent to four percent (4%) of the Employee's earnings and six percent (6%) after eight (8) years.**
- Article 18** **Holidays, in its entirety**
- Article 19** **Special Leave**
 19.01 Bereavement Leave, in its entirety
 19.02 Court Leave, in its entirety
 19.10 Medical and Dental Appointments, in its entirety, except the term Employee's leave of absence shall be two (2) days per annum.
 19.11 Storm Conditions, in its entirety
 19.15 Leave for Birth of Child / Adoption, in its entirety
- Article 20** **Blood Donors, in its entirety**
- Article 21** **Group Insurance and Pension Plans**
 21.04 (b) Pension eligibility for Term/Casual Employees
- Article 22** **Sick Leave**
 The term Employee shall accumulate one (1) sick day per month in order to provide the Employee with paid sick leave in the event the Employee is unable to work due to illness or injury while the Employee is employed in the term position. In the event of a layoff, a term employee's sick bank will be maintained to a maximum of 5 days for a period of 12 months after the layoff.
 22.05 Proof of Illness
 22.06 Second Medical Opinion
 22.07 Proof of return to work
- Article 23** **Employee Files and Performance Review, in its entirety**
- Article 24** **Notice of Resignation, in its entirety**
- Article 26** **Layoff and Recall in its entirety**

- Article 27 Clothing and Equipment, in its entirety
 27.01 Preamble
 27.01 (a) Each maintenance, grounds, janitorial and painting employee shall be reimbursed up to one hundred – fifty dollars (\$150.00) excluding taxes, upon providing proof of purchase receipt for an initial CSA approved safety footwear allotment. The subsequent entitlement for this reimbursement will be provided after twelve months of service.
 (a) ii)
 (b) and (c)
 (e) Clothing will be replaced as required, at the discretion of the Employer, but at least after twelve (12) month's service. Winter jackets, where supplied by the Employer will be replaced as required, at the discretion of the Employer, but at least after 24 months service.
 (f)
 (g)
 27.02 Employee Owned Tools
 27.03 Housing Authority Provided Tools
 27.04 Equipment
 27.05 Lost or Stolen Tools and Equipment
- Article 28 Employee Assistance Program, in its entirety
- Article 29 Occupational Health and Safety, in its entirety
- Article 30 Travel Regulations, in its entirety
- Article 31 Pay Provisions
 The term Employee shall be paid the Step 1 rate for the classification in which the Employee is employed. The Employer may grant an increment for meritorious service after a casual employee has earned 12 months of service following the date of signing of this agreement. For greater clarity, this entitlement is not retroactive prior to the date of signing of this agreement. A casual employee who is appointed to a permanent position shall use the date of their appointment to the permanent position as their anniversary date for all future increments.
- Article 33 Driver Licenses, in its entirety
- Article 39 Term of Agreement, in its entirety

SCHEDULE D EXCLUSIONS

Secretary to the Director

Property Manager

Capital Replacement Coordinator

Housing Authority Director

Community Relations Manager

Applications Manager

Key Holder Positions

Occupational Health & Safety Coordinator

Maintenance Supervisor

Grounds Supervisor

Financial Services Manager

Purchasing Agent (this position will revert to the Bargaining Unit when the position is vacated by the present incumbent John Savoy)

MEMORANDUM OF AGREEMENT #2 – RECALL LIST

The Employer shall provide the union with an updated recall list on a quarterly basis.

MEMORANDUM OF AGREEMENT #3 – WINTERWORKS

Both parties agree that there shall be no Winter Works Program unless otherwise mutually agreed.

:mj/cope-491

