

COLLECTIVE AGREEMENT

BETWEEN

**ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION,
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS, Bridgetown**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2859**

TERM: April 1, 2021 to March 31, 2026

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - PREAMBLE	- 1 -
ARTICLE 2 - MANAGEMENT RIGHTS.....	- 2 -
ARTICLE 3 - RECOGNITION AND NEGOTIATION.....	- 2 -
ARTICLE 4 - NO DISCRIMINATION.....	- 4 -
ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT.....	- 4 -
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	- 5 -
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW.....	- 5 -
EMPLOYEES.....	- 5 -
ARTICLE 8 - CORRESPONDENCE	- 6 -
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE	- 6 -
ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS.....	- 6 -
ARTICLE 11 - REGULATIONS OF THE EMPLOYER	- 7 -
ARTICLE 12 - GRIEVANCE PROCEDURE.....	- 7 -
ARTICLE 13 - ARBITRATION.....	- 9 -
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	- 11 -
ARTICLE 15 - SENIORITY.....	- 12 -
ARTICLE 16 - PROMOTIONS AND STAFF CHANGES.....	- 13 -
ARTICLE 17 - LAY-OFFS AND RECALLS.....	- 15 -
ARTICLE 18 - HOURS OF WORK.....	- 15 -
ARTICLE 19 - OVERTIME	- 17 -
ARTICLE 20 - HOLIDAYS.....	- 18 -
ARTICLE 21 - VACATION.....	- 20 -
ARTICLE 22 - SICK LEAVE.....	- 21 -
ARTICLE 23 - LEAVE OF ABSENCE	- 23 -
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES.....	- 29 -
ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION AND TEMPORARY UPGRADING	- 31 -
ARTICLE 26 – TEAM LEAD CLASSIFICATION	- 31 -

ARTICLE 27 - EMPLOYEE BENEFITS.....	- 32 -
ARTICLE 28 - SAFETY AND HEALTH	- 34 -
ARTICLE 29 - SEVERANCE PAY.....	- 35 -
ARTICLE 30 - TRAVEL ALLOWANCE.....	- 36 -
ARTICLE 31 - JOB SECURITY.....	- 36 -
ARTICLE 32 - GENERAL CONDITIONS	- 36 -
ARTICLE 33 - NO STRIKE OR LOCKOUT	- 37 -
ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS.....	- 37 -
ARTICLE 35 - CLOTHING ALLOWANCE.....	- 37 -
ARTICLE 36 - TERM OF AGREEMENT	- 37 -
ARTICLE 37 - BENEFIT AND BINDING	- 38 -
APPENDIX "A"	- 40 -
April 1, 2021 – April 1, 2025.....	- 40 -
MEMORANDUM OF AGREEMENT #1.....	- 43 -
(Dietary Department and Supervised Apartments – Hours of Work).....	- 43 -
MEMORANDUM OF AGREEMENT #2.....	- 44 -
RE: Rehabilitative Care Providers/Provincial Criteria	- 44 -
MEMORANDUM OF AGREEMENT #3.....	- 45 -
Required Education.....	- 45 -
APPENDIX "B"	- 46 -
(12 Hour Shifts)	- 46 -
LETTER OF UNDERSTANDING #1	- 51 -
(Selection of Staff for the Transportation of Clients to Appointments).....	- 51 -
MEMORANDUM OF UNDERSTANDING	- 52 -
(Re: Retirement/Severance/Long Service payouts)	- 52 -
MEMORANDUM OF AGREEMENT.....	- 54 -
RESIDENTIAL CARE WORKER (RCW) CLASSIFICATION	- 54 -

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the sole and exclusive role of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer, subject to the express terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2859 as the sole and exclusive collective bargaining agent consisting of all the regular full-time and regular part-time and temporary full-time and temporary part-time employees of the Annapolis County Municipal Housing Corporation employed at the Adult Residential Centre and Supervised Apartments, Bridgetown, Nova Scotia, **and Community Programs** excluding the Administrator, Administrator's Assistant/Accounting Clerk, Payroll/Accounting Clerk, Food Service Manager, Director of Care/Assistant Administrator, Program and Small Options Coordinator, **Human Resources Coordinator**, Licensed Practical Nurses and Registered Nurses, Community Support Services Coordinator and persons excluded by Paragraphs (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act*, and here by consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement.

- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if layoffs of employees in the bargaining unit are caused except in cases mutually agreed by the parties.

Every reasonable effort shall be made to offer temporarily vacated shifts to part-time employees (within their classifications) provided it does not incur overtime.

- 3.03 This Collective Agreement is fully applicable to all full-time, part-time or temporary employees.
- (a) A Regular Full-Time Employee means an employee who having completed the probationary period normally works the full work period specified in Article 18.01.
- (b) A Regular Part-Time Employee is one who is confirmed in a regular position within the bargaining unit and who is regularly scheduled to work on an ongoing basis, but for less than forty (40) hours per week. The

Regular Part-Time Employee shall be entitled to all benefits pro-rated in accordance with the actual hours worked by such employee, excluding overtime, in relation to the standard weekly hours and shall be entitled to all wages pro-rated in accordance with the actual hours worked by such employee in relation to the standard hours.

- (c) All new employees hired into a regular full-time or regular part-time permanent position shall complete a probationary period which shall be five hundred and twenty-eight (528) paid hours of work in a continuous term of employment following the orientation period for new employees. Such probationary employees may be terminated at any time at the discretion of the Employer. An employee on successful completion of the probationary period shall have seniority dated back to the date of hiring. Probationary employees who are terminated shall be given notice in accordance with the *Labour Standards Code*.

The probationary period may be extended by mutual agreement. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided herein, and subject to the Employer's usual rights with respect to probationary employees.

- (d)
 - (i) A Casual Employee means an employee who is called in on a day to day basis. The provisions of this Agreement will not apply to Casual Employees.
 - (ii) Summer students are employees funded by a grant who attend school on a full time basis but who work for the Employer during their summer break. The provisions of this Agreement will not apply to such summer students.
- (e) A Temporary Employee is a newly hired employee or a casual employee, either of whom is hired for a term in excess of thirty (30) consecutive working days. Temporary employees shall be entitled to all the provisions of this Agreement except that they shall not be entitled to accumulate seniority nor shall they be entitled to use accrued sick leave until they have completed five hundred twenty-eight (528) hours in the term. Temporary employees who are new hires or casuals are subject to termination at the sole discretion of the Employer. This Article does not apply when a member of the bargaining unit temporarily replaces an employee in another bargaining unit position.

- (f) Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa, as the context may require.
- 3.04 No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.
- 3.05 Service refers to the duration of an employee's employment relationship from the first date of hire in the bargaining unit and shall accrue on a year for year basis. Casuals who acquire a bargaining unit position shall have all hours worked prior to obtaining the position divided by 2080 hours and have the resultant years recognized for the purposes of service.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity in the Union, or any other reason.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 Effective on the date of signing this Agreement, employees who are members of the Union shall remain members in good standing of the Union according to the Constitution and By-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) working days of employment in a calendar year.

5.02 Employee/Member Contact Information

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

- (a) **The name of each employee**
- (b) **The mailing address and telephone number (if available) of each employee;**
- (c) **The personal email address of each employee (if available); and**

- (d) The employee's employment status (such as full-time, part-time, temporary, or casual)

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee in the bargaining unit any dues, initiation fees or assessments that are uniformly applied to all members of the Union in accordance with the Union Constitution and By-Laws. Deduction of union dues will commence with the first full pay following the date of hire.
- 6.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by two (2) lists of the names, addresses and classifications of employees from whose wages the deductions have been made.
- 6.03 The Employer agrees to record the union dues deducted on the T-4 slips.
- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of this Article 6 except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Steward or Representative will, **during working hours and without loss of pay, be afforded thirty (30) minutes** to provide each new employee with a copy of the Collective Agreement and acquaint such employee with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Centre and the President of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour-Management Committee shall be established consisting of **three (3)** employees from the bargaining unit and **three (3)** managerial employees. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.
- 9.02 The Labour-Management Committee shall meet monthly or when requested by either party at a place suitable to both parties. Employees shall not suffer any loss of pay for time spent with this Committee.
- 9.03 An agenda shall be prepared and circulated by the Chairperson **at least two (2) business days** prior to any meeting of the Committee. The Chairperson for the Committee shall alternate **annually** between Management and the Union. Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within a week following the meeting.
- 9.04 The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

- 10.01 A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union expressly agrees that at least one (1) representative will be a bargaining unit member from **Community**. The Union will advise the Employer of the Union nominees to the Committee.
- 10.02 All matters pertaining to performance of work (**but not individual work**

performance), operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access with prior permission from the Administrator to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 10.04 Three (3) representatives of the Union on the Bargaining Committee, who are in the employ of the Employer shall have the right to attend meetings held within working hours **and** shall not suffer a loss of regular pay while involved in direct negotiations **with the Employer** provided **seven (7) calendar days'** notice in writing has been given by the employee and permission has been granted by the Employer.

ARTICLE 11 - REGULATIONS OF THE EMPLOYER

- 11.01 The Employer agrees that any rules or regulations affecting employees in the bargaining unit will be posted on the union bulletin board, main bulletin board in the hall, and main bulletin board in the Supervised Apartments for a period of two (2) weeks.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.
- 12.02 The Union shall notify the Employer in writing of the names of each Steward and Grievance Committee member before the Employer shall be required to recognize such person.
- 12.03 The Steward selected along with officers of the Union shall constitute the Grievance Committee.
- 12.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating

disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

- 12.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer or the Union has acted unjustly or improperly.
- 12.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to their Steward within fifteen (15) working days (i.e. For purposes of this Agreement "working days" shall mean Monday to Friday with the exception of holidays) of its occurrence. If the employee's Steward is absent, the employee may submit the grievance to another member of the Grievance Committee. At each step of the Grievance Procedure the grievor shall have the right to be present.

Step 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the Departmental Manager/Coordinator within five (5) working days of the grievance having been submitted in Step 1.

Step 3

Failing satisfactory settlement within **five (5)** working days after the dispute was submitted under Step 2, the Grievance Committee will submit to the Departmental Manager/Coordinator a written statement of the particulars of the grievance and the redress sought. The Departmental Manager/Coordinator shall render a decision within five (5) working days after receipt of such notice.

Step 4

Failing settlement being reached in Step 3, the employee(s) concerned together with the Grievance Committee shall submit the matter within ten (10) working days of the date of the decision rendered under Step 3 to the Administrator who shall render a decision within ten (10) working days after receipt of such notice. Where Steps 1 to 3 have been bypassed as permitted under Article 12.07 or Article 14.06, the Administrator shall render a decision within fifteen (15) working days after receipt of the grievance.

Step 5

Failing a satisfactory settlement being reached in Step 4, the dispute may be referred to arbitration within twenty (20) working days.

- 12.07 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union or the Employer has a grievance, Steps 1, 2, and 3 of this Article may be by-passed.
- 12.08 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.
- 12.09 Replies to grievances stating reasons shall be in writing at all stages.
- 12.10 The Employer shall supply the necessary facilities for grievance meetings with the Employer.
- 12.11 The Employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within ten (10) working days. If the answer is not acceptable to the Employer, the Employer may within twenty (20) working days from the day the President provides an answer, give notice to the President of the Union of its intention to refer the dispute to arbitration.
- 12.12 A Shop Steward or Union representative shall be present at any meetings held at any step of the grievance procedure.**

ARTICLE 13 - ARBITRATION

- 13.00 (a) Single Arbitrator - If a settlement is not reached in the steps above, either party may serve notice of intention to seek arbitration. The matter may then be referred to a sole Arbitrator appointed by mutual consent. Should the parties fail to agree upon the Arbitrator, the Arbitrator shall be appointed by the Minister of Labour of the Province of Nova Scotia. The decision of the Arbitrator shall be binding on both parties.
- (b) Arbitration Board - The parties may mutually agree to refer any matter under this Step 4 to a three (3) person Arbitration Board. In such case each party shall appoint a nominee to the Arbitration Board. The two

nominees shall then meet to select an impartial Chairperson. If one party fails to appoint a nominee within ten (10) days from the date the matter is referred to arbitration, or if the two nominees fail to agree upon a Chairperson within fifteen (15) days of their appointment, the appointment of the Chairperson shall be made by the Minister of Labour upon request of either party. The decision 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.

- 13.01 In determining any grievance, the Arbitrator or the Arbitration Board may dispose of the claim by affirming the Employer's action and dismissing the grievance or by setting aside the Employer's action and upholding the grievance or by taking such other action as may in the opinion of the Arbitrator or Arbitration Board be equitable.
- 13.02 Should the parties disagree as to the meaning of the Arbitrator's or Arbitration Board's decision, either party may apply to the Arbitrator or Arbitration Board to clarify the decision, which shall be done within five (5) working days. If an Arbitrator or Arbitration Board retains jurisdiction either party may apply to reconvene the Arbitrator or Arbitration Board within five (5) working days after receipt of the award.
- 13.03 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 13.04 The decision 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 Sole Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed except by a decision from the courts overturning the arbitration decision. The Sole Arbitrator or the Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its terms or provisions. However, the Sole Arbitrator or the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable where it has been found that the Employer or the Union has violated the Collective Agreement.
- 13.05 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.
- 13.06 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view

any working conditions which may be relevant to the settlement of the grievance. Such access, however, may be restricted if there is the possibility of it having an adverse effect on residents/clients.

- 13.07 The Employer and the Union each agree to pay one-half (1/2) of the fees and expenses of the Arbitrator. Where there is an Arbitration Board, each Party agrees to pay one-half (1/2) of the fees and expenses of the Chairperson and each Party shall pay the fees and expenses of the Arbitrator it appoints.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 An employee who has completed the probationary period may be **disciplined, including dismissal**, but only for just cause and only upon the authority of the Employer. Employees shall only be subject to one probationary period upon hire into the bargaining unit.
- 14.02 An employee shall be notified in writing of any suspensions or terminations, with a copy to the Union President. Any letter of discipline shall be sent to the employee with a copy to the Union President.
- 14.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not made aware at the time of filing. An employee who has been subject to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further discipline for similar misconduct during the thirty-six (36) month period, of which the employee is aware.
- 14.04 An employee shall have the right to have access to and review their file in the presence of management within ten (10) working days of such request in writing to the employee's immediate manager. Photocopies of any documentation which the employee does not already have a copy of shall be provided.
- 14.05 An employee **may** have a Union representative present when **meeting with the Employer for matters related to attendance management**. If the employee does not exercise their right to have a Union representative present, the Employer may request a Union representative to be present. **At meetings where discipline is being imposed or may lead to discipline being imposed** by the Employer, **a Union representative shall be present**. The Union shall provide to the Employer a current list of Union representatives designated for this purpose.

14.06 Where there is a grievance arising from the suspension or discharge of an employee, the grievance shall be submitted in writing directly to the Administrator under Step 4 within fifteen (15) working days of the employee's receipt of notification of suspension or discharge.

14.07 Notice of Resignation

An employee who wishes to terminate employment shall endeavor to forward a letter of resignation to the Employer four (4) weeks prior to the effective date of termination, and in any event the employee shall give not less than two (2) weeks notice of the resignation.

ARTICLE 15 - SENIORITY

15.01 Seniority is defined as the number of hours of paid service with the Employer, in the bargaining unit to a maximum of 2080 hours per calendar year. Overtime hours shall not be included in the calculation of seniority. Seniority shall operate on a bargaining unit wide basis except where otherwise stated. Approved leaves of absence of less than fourteen (14) days shall not affect seniority.

15.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and each employee's date of hire for the purpose of seniority. The Employer shall post the current seniority list annually, **by the end of January, for a period of thirty (30) days, for all hours up to and including December 31 of the preceding year.** A copy of this list shall be sent to the Union. Any errors or omissions must be brought to the Employer's attention in writing within thirty (30) days of the list being posted. If no objection is raised, the seniority list shall be deemed to be correct and accurate in all respects and the Employer's reliance on the seniority list should not be the subject of a grievance. **A revised list addressing any error or omissions shall be posted within fourteen (14) days following the close of the thirty (30) day window for raising such concerns.**

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

1. Is discharged for just cause and is not reinstated.
2. Resigns in writing.
3. Is absent from work in excess of five (5) working days without sufficient

cause.

4. Fails to return to work within ten (10) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. Employees recalled for casual work or employment of short duration at a time they are employed elsewhere, shall not lose recall rights for refusal to return to work for such casual work.
5. Is laid off for a period of longer than twelve (12) months.
6. Retires.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 When the Employer determines that a vacancy exists including a temporary position expected to last three (3) months or more or a new position is created, in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards, **and online** for a minimum of **ten (10) days**. Such vacancies shall be posted within fourteen (14) days of the Employer becoming aware of them.

The Employer may post notices both internally and externally at the same time, however external candidates shall not be considered if there are qualified internal candidates.

16.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift and salary. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service.

Therefore, promotions and appointments to new positions shall be based on ability, skills and qualifications but where ability, skills and qualifications are equal seniority shall prevail. In determining the best candidate, satisfactory work record with the Employer will be given reasonable consideration.

- (a) The Employer may, in its sole discretion, award the position to the most senior qualified applicant without an interview being conducted.
- (b) The Employer will attempt to confirm the successful candidate within twenty-one (21) days of the closing date for the job posting.

16.04 The successful applicant shall be placed on trial for a period of five hundred twenty-eight (528) paid hours of work. Conditional on satisfactory service, the employee shall be declared permanent after the period of five hundred twenty-eight (528) paid hours of work. In the event the successful applicant proves unsatisfactory in the position at any time during the trial, or if the employee is unable to perform the duties of the new job classification, such employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

16.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Local Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

16.06 Diversity

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 16.03.

ARTICLE 17 - LAY-OFFS AND RECALLS

- 17.01 Both parties recognize that job security shall increase in proportion to the number of hours of paid service. Therefore, in the event of lay-off, employees shall be laid off in the reverse order of seniority by classification. However, such employees on layoff who have the abilities, skills and qualifications to perform the work of **the most junior employee with the equivalent hours, or as close to the equivalent hours as possible** who is still working shall be given the opportunity to perform that work.
- 17.02 Employees shall be recalled in reverse order of layoff within a classification providing such employees recalled have the abilities, skills and qualifications to perform the job.
- 17.03 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, such employee shall be paid for those days for which work was not made available except in cases of lay-offs resulting from labour disputes or emergencies beyond the control of the Employer.
- 17.04 In the event of a lay-off, the Employer will, subject to the plan requirements, pay full benefit plan coverage except pension plan, for a period of three (3) months on the understanding that such employee shall reimburse the Employer for the employee's portion of such payments.
- 17.05 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 18 - HOURS OF WORK

- 18.01 1. The normal hours of work shall average eight (8) hours per day, eighty (80) hours biweekly which shall include meal and rest periods totaling sixty (60) minutes per eight (8) hour shift. During an eight (8) hour shift an employee shall be permitted a rest break of fifteen (15) consecutive minutes in the first half of the shift and fifteen (15) consecutive minutes in the second half of the shift.

For twelve (12) hour shifts, the hours of work, rest breaks, and meal periods shall be described in Appendix "B".

If the shift is a four (4) hour shift an employee shall be permitted a fifteen (15) minute break. This does not preclude shift arrangements in variance to the foregoing which are acceptable to the parties. This does not preclude arrangements with respect to the timing of meal and rest breaks in variance to the foregoing, subject to operational requirements and the approval of the Employer.

2. The work schedule for each employee shall be posted in an appropriate place at least two (2) weeks in advance **for at least a four-week period**. Employees shall be notified of any changes in the schedule. Once it has been posted, the Employer will attempt to minimize changes. The Employer agrees that employees will not be scheduled to work more than seven (7) consecutive shifts.

In the event that an employee's schedule is required to be changed, the Employer shall notify the employee with as much advance notice of the change as possible, and where less than (48) hours' notice is given, the employee shall be paid at overtime rates for all hours worked as a result of the changed schedule. A schedule change means a change to both the start time and the end time of a shift. This provision does not apply to situations where part-time employees agree to work additional or relief shifts.

3. Employees shall be guaranteed every fourth (4th) weekend off unless mutually agreed otherwise. Weekend is defined as Saturday and Sunday.
 4. Employees may exchange shifts, with prior approval of the supervisor, provided such exchange does not incur added cost to the Employer. Such changes shall be kept to a minimum.
 5. Full-Time employees who are required to provide twenty-four (24) hour coverage shall be scheduled on a rotating basis with such shifts being divided equally among such employees.
- 18.02 The changing of daylight savings time to standard time, or vice versa, shall result in employees being paid their regular hourly rate at straight time for hours worked, i.e. nine (9) hours regular pay for nine (9) hours worked and seven (7) hours regular pay for seven (7) hours worked. The change of time shall be deemed to occur on the night shift. No overtime payment shall be incurred by the Employer due to the changing of the time. This Article shall have no effect on any cumulative benefit or otherwise under this Collective Agreement.

- 18.03 All hours worked, performing work normally performed by Bargaining Unit members, whether it is additional shifts, relief shifts, or temporary shall be considered hours worked in the Bargaining Unit for all purposes.
- 18.04 Additional shift are shifts known prior to the posting of the schedule and shall be offered to part-time employees in a classification on an equitable basis by seniority.
- 18.05 Relief shifts are shift which become available after the shift schedule has been posted and shall be offered as equitably as possible to part-time employees in the classification who are not up to full-time hours; and then to Casual employees.

ARTICLE 19 - OVERTIME

- 19.01 All time worked in excess of eight (8) hours per day or shift or an average of eighty (80) hours bi-weekly shall be considered overtime. **For twelve (12) hours shifts refer to Appendix "B"**. Overtime does not apply to training workshops. "Time worked" for the purposes of this article only shall include regular hours paid and all hours paid as a result of any approved leave(s) of absence. All employees, prior to accepting a shift, shall notify the employer that acceptance of the shift would result in overtime, if the acceptance of a shift would result in overtime.
- 19.02 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 19.03 (a) Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work. The Employer will endeavour to keep overtime to a minimum.
- (b) No employee will be required to work overtime against their wishes when other employees are available and capable of performing the required work.
- 19.04 Every effort will be made to call in an employee on layoff to work overtime within their classification.
- 19.05 (a) An employee who is called back to work outside their regular working hours shall be paid a minimum of three (3) hours at straight time rates or **time and one half (1.5X) for the hours worked, whichever is greater. This does not apply to part-time employees accepting additional or relief shifts.**

- (b) Where the Employer requires an employee to attend in-service programs, staff meetings, and/or training, the employee shall be compensated at straight time rates for all hours attended. Where training occurs other than at the workplace, the employee shall be entitled to paid mileage to attend.

19.06 Failure to provide at least sixteen (16) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period unless mutually agreed otherwise.

19.07 An employee who works overtime shall be compensated by:

- a) being paid one and one-half times (1 1/2 x) the employee's regular rate of pay for each hour of overtime worked

OR

- b) being granted an hour off with pay at straight time rates for each hour of overtime worked at a mutually agreeable time and being paid one-half times (1/2 x) the employee's regular rate of pay for each hour of overtime worked

OR

- c) being granted one and one-half (1 1/2) hours off with pay at the employee's regular rate of pay for each hour of overtime worked at a mutually agreeable time.

This shall be the employee's option.

Employees may continuously carry an accumulation of up to forty (40) hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay down any unused overtime to forty (40) hours

ARTICLE 20 - HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

New Year's Day	July 1 st	National Day for Truth and Reconciliation
Heritage Day	First Monday in August	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Thanksgiving Day	Boxing Day
Victoria Day		

and any other day officially proclaimed as a holiday by the Federal, Provincial or Municipal government.

- 20.02 An employee who works on a holiday as scheduled shall receive time and one-half (1.5 x) pay **for the hours worked. A full-time employee shall receive 8 hours** off with pay at a time mutually agreeable to the employee and the Employer. **Part-time employees shall receive 1 hour of Holiday credit for each 20.0 regular hours paid.**
- 20.03 An employee who works on a holiday when the employee was not scheduled to work shall receive double time (2 x) for the hours worked plus another day off with pay at a time mutually agreeable to the employee and the Employer.
- 20.04 When any of the above-noted paid holidays falls on an employee's scheduled day off the employee shall receive, a day's pay or another day off with pay at a time mutually agreed between the employee and the Employer.

Employees may continuously carry an accumulation of up to forty (40) hours banked holiday time. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay down any unused holiday time to forty (40) hours.

- 20.05 The Employer shall endeavour to grant employees either Christmas or New Year's Day off where it does not incur overtime costs to the Employer. **The Employer shall make every reasonable effort to schedule an employee in such a manner that they do not work the same holiday (Christmas Day or New Year's Day) worked in the previous year, unless mutually agreed otherwise.** For the purposes of this Article only, each of the afore-noted days shall commence at 0001 hours on the calendar date.
- 20.06 In lieu of the holidays listed in article 20.01, part-time employees shall accrue one (1) hour of holiday pay (at straight time) for each 21.67 regular hours paid. The method of compensation shall be pay or time off as chosen by the employee. Where time off is to be scheduled, it shall be by mutual agreement between the employee and the Employer.

ARTICLE 21 - VACATION

21.01 Vacation

Effective on the date of signing this Collective Agreement, employees shall be entitled to receive annual vacation with pay as follows:

- (1) during the first one hundred and twenty (120) months of completed service (10 years), at the rate of ten (10) hours (i.e. 1.25 days) for each full month worked during the vacation year;
- (2) after one hundred and twenty (120) months of completed service, at the rate of thirteen point three six (13.36) hours (i.e. 1.67 days) for each full month worked during the vacation year;
- (3) after **one hundred and eighty (180) months** of completed service, at the rate of sixteen point six six four (16.664) hours (i.e. 2.083 days) for each full month worked during the vacation year.

Vacation accrual during Workers' Compensation Leave shall be in accordance with Article 26.02 (4).

- 21.02 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay to be added to their vacation period or taken at a later date at a time mutually acceptable to the employee and the Employer.
- 21.03 An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 21.04 Provided an employee signifies their vacation preference prior to May 1 for vacation falling within the period May 1 to November 1 of each year and prior to November 1 for vacation falling within the period November 1 to May 1 of each year, every effort will be made to provide vacation in accordance with an employee's wishes and in accordance with classification seniority.
- 21.05 Subject to operational requirements and upon employee request, an employee will receive vacation entitlement in one (1) unbroken period.
- 21.06 Upon separation from employment, an employee shall compensate the Employer or have deducted from the employee's final pay cheque, a sum

equivalent to hours of vacation already taken but not earned at the time it was taken.

21.07 Where it can be established by the employee that during the employee's vacation the employee suffered a serious illness or accident, which:

(a) would have resulted in incapacity to perform the duties of the job as supported by:

- (i) a medical doctor's opinion, and
- (ii) such documentation satisfactory to the Employer, or

(b) resulted in hospitalization during the period of their vacation,

there shall be no deduction from vacation credits for the vacation days the employee was incapacitated under (a) above or hospitalized on an in-patient basis and for days where the employee is subsequently restricted under doctor's written orders to recover at home away from work. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employer's option. Accumulated sick leave credits shall be reduced by the number of days displaced.

21.08 The Employer will make every reasonable effort not to recall an employee to duty after **they have** proceeded on vacation leave or to cancel vacation once it has been approved.

If an employee is recalled to work, during an approved vacation period, they shall receive one and a half times (1.5X) their regular rate for the hours worked and have the unused vacation credit returned to their vacation bank for use at a later time.

If approved vacation is cancelled causing an employee to lose a monetary deposit on vacation accommodations and/or travel and the employee is unable to mitigate the loss, the Employer shall reimburse the employee for the monetary deposits upon provision of receipts.

21.09 Employees may carryover up to forty (40) hours of unused vacation.

ARTICLE 22 - SICK LEAVE

22.01 Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave is entitled to receive sick

leave pay when they are unable to perform the duties of their position because of illness or injury, provided the employee is not otherwise receiving pay for that day and has sufficient sick leave credits. This benefit is also subject to the employee meeting the requirements of Article 22.05. Fraudulently applying for and obtaining sick leave shall be cause for dismissal.

- 22.02 Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month of paid service. Approved leaves of absence of less than fourteen (14) days shall not affect the accumulation of sick leave. Sick leave credits are accrued but cannot be used during an employee's probationary period.
- 22.03 The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of one thousand one hundred sixty (1160) hours.
- 22.04 The Employer shall deduct from an employee's earned and accumulated sick leave credits, the working days taken by the employee as sick leave. Holidays, which occur during any period of sick leave, shall be paid as holidays and not as sick leave.
- 22.05 An employee may be required to produce such proof of illness as may be required certifying that the employee was unable to carry out **their** duties due to illness.
- 22.06 Except in extreme and unusual circumstances, employees who are unable to attend work due to sickness shall notify the Employer at least one (1) hour prior to the commencement of a morning shift, at least two (2) hours prior to the commencement of an evening shift and at least three (3) hours prior to the commencement of a night shift.
- 22.07 Preventative Medical, Dental and Family Illness Leave

- (1) Subject to Article 22.07(3), regular full-time employees and part-time employees may be granted a leave of absence to be debited against accrued and available sick leave credits in the following situations:
- (a) to attend to the illness of an employee's spouse, common-law spouse or same sex partner, child or parent who permanently resides with the employee and when no one other than the employee can provide for the needs of the ill person. The purpose of this leave shall be to permit the employee to make such arrangements as are necessary to enable the employee to return to work as soon as possible.

- (b) the employee requests leave in order to engage in personal preventative medical or dental appointments when those appointments cannot be booked outside the employee's scheduled shifts.

The total combined leave for (a) and (b) shall not exceed **thirty-two (32)** hours in a calendar year (pro-rated for part-time employees).

An employee will be allowed to use up to twelve (12) of the hours referred to above to attend to medical and dental care of their immediate family members.

- (2) The employee shall give as much notice of the requirements as possible under Article 22.09 (1) (a) and shall give notice of the need to attend a medical or dental appointment under Article 22.09 (1) (b) immediately when the need for such an appointment during working hours becomes known.
- (3) The employee's immediate supervisor may require proof of the need for such leave as the supervisor considers necessary.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Employees in the bargaining unit representing the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

23.02 Employees in the bargaining unit representing the Union shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures.

23.03 Upon request to the Employer, and provided at least two (2) weeks written notice is given, an employee elected or appointed to represent the Union at conventions or to attend Executive and Committee meetings of the Union, its affiliated or chartered bodies, shall be allowed leave of absence without pay and benefits. The granting of leave under this Article shall be contingent upon the Employer being able to replace the employee without additional cost.

23.04 **Bereavement Leave**

- 1. When death occurs to a member of the immediate family of an employee, (i.e. the employee's current spouse, mother, father, brothers, sisters, sons, daughters, **current grandparent, current grandchild**, current mother-in-

law, current father-in-law, current step-children and current step-parents) such employee shall be granted **Bereavement** Leave for a period not to exceed four (4) consecutive days following the date of death, one of which shall be the day of the funeral. Where the funeral is delayed beyond the fourth (4th) day following the date of death, the employee may divide the Bereavement Leave. Two (2) consecutive days may be taken following the date of death and the remaining two (2) days may be taken on the day of the funeral and on either the day prior to or the day following the funeral.

2. One (1) day's **Bereavement** Leave shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a current sister-in-law, current brother-in-law, current daughter-in-law, current son-in-law, current **aunt/uncle/niece/nephew** provided such day is a normal working day.
3. **If an employee learns of a death of any of the family members listed in paragraphs 1 and 2 above while at work, the employee shall be permitted to leave work, without loss of pay for the remainder of that shift.**
4. The employee shall not have a loss of regular pay for shifts scheduled at least five (5) days prior to the day of the shift not worked due to **Bereavement** Leave. Any such employee, while on **Bereavement** Leave, shall receive the same regular rate of pay from the Employer as was in effect for the said employee immediately prior to going on **Bereavement** Leave.
5. An employee shall be granted two (2) additional days of **Bereavement** Leave consecutive to the days of **Bereavement** Leave provided under Article 23.04 (1) above, without loss of regular pay if a parent, spouse or child dies outside the Province and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.
6. An employee who is on leave of absence shall not be eligible for **Bereavement** Leave without loss of regular pay.
7. An employee who is on sick leave with pay shall not be eligible for **Bereavement** Leave.
8. Employees shall not be eligible for **Bereavement** Leave under Articles 23.04 (2) above during their period of vacation. However, employees shall be eligible for **Bereavement** Leave under Article 23.04 (1) and (5) above

during their period of vacation and there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date, by mutual agreement between the Employer and the employee.

9. Any employee not considered to be at work shall not be eligible for **Bereavement** Leave without loss of regular pay.

23.05 Court Leave

- (1) Leave of absence without loss of regular pay shall be given to an employee, other than an employee who is already on a leave of absence or is under suspension, who is required:
 - (a) to serve on a jury (**including the selection process**); or
 - (b) by subpoena or summons to attend as a witness in any proceedings for any matter related to the Employer's workplace held:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses.
 - (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (2) The leave of absence under Article 23.05 (1) shall be sufficient in duration to permit the employee to fulfill the witness or jury obligation.
- (3) An employee given Court Leave of absence without loss of regular pay shall **have deducted from their salary an amount equal to the amount that the employee received for jury duty.**

23.06 General Leave

An employee shall be entitled to leave of absence without pay and without loss of accumulated seniority when the employee requires such leave for good and sufficient cause. Such request shall be in writing and shall not be unreasonably withheld by the Employer subject to operational requirements. The employee requesting leave under this Article shall give as much notice as practical under the circumstances.

23.07 Pregnancy Leave

- (a) A pregnant employee who has at least one (1) year of continuous service with the Employer is entitled to an unpaid leave of absence of up to sixteen (16) weeks.
- (b) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than sixteen (16) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks' notice of the date the employee intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the employee's attending physician. In such cases the employee will provide as much advance notice of the revised start date of the leave as is possible; or,
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
 - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (g) Where notice as required under Article 23.07 (f) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of the employee's leave or return to work.

23.08 Pregnant Employee's Rights

- (a) The Employer shall not terminate the employment of an employee because of the employee's pregnancy.
- (b) The Employer may require an Employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the employee's ability to work.
- (c) Leave for illness of an employee arising out of or associated with a employee's pregnancy prior to the commencement of or the ending of pregnancy leave granted in accordance with Article 23.07, may be granted sick leave in accordance with the provisions of Article 22.

23.09 Parental and Adoption Leave

- (a) The parental leave of an employee who has taken pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave,
 - (i), shall begin immediately upon completion of the pregnancy leave, without the employee's returning to work; and
 - (ii) shall end not later than sixty-one (61) weeks after the parental leave began as determined by the employee, subject to the employee's giving four (4) weeks notice of the date upon which the leave will end. In no case shall the combined pregnancy and parental leave to which an Employee is entitled exceed a maximum of seventy-seven (77) weeks.
- (b) The parental leave for an employee who has at least one (1) year of continuous service with the Employer who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 23.09 (a),
 - (i) shall begin on such date coinciding with or after the birth of the child as the employee determines; and

- (ii) shall end not later than eighteen (18) months after the child or children first arrive in the employee's home.
- (c) An employee who has at least one (1) year of continuous service with the Employer who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to of seventy-seven (77) weeks. This 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 eighteen (18) months after the leave began.

23.10 Rights of Employees on Parental Leave

- (a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b) When an employee reports for work upon the expiration of pregnancy and/or parental leaves, the employee shall resume work in the position held by the employee immediately before the leave began or where that position is eliminated in a comparable position within the site with not less than the same wages and benefits, with no less of benefits accrued to the commencement of the leave.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the employee's service and seniority shall be deemed to be continuous. Seniority, during any year in which leave is taken, shall be calculated by applying the following formula:

$$\frac{\text{Regular hours paid} \times 12}{\text{Number of months worked}}$$

For example, seniority during a year for an employee who worked for ten (10) months prior to taking leave, would be calculated as follows:

$$\frac{1733 \times 12}{10}$$

The employee's service and seniority shall be deemed to be continuous.

- (d) While an employee is on pregnancy or parental leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

23.11 Domestic Violence Leave

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

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

- 24.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with **electronic access** to an itemized statement of their wages, overtime, and other supplementary pay and deductions.

Such statements and balances include an up-to-date and accurate reflection of all other benefits such as sick leave, vacation, accrued holiday time, accrued overtime and any other benefits owing. The Employer shall ensure that there is adequate computer and printer access available in the workplace for employees to view and print their statements.

- 24.02 Wage rates are based on a 2080-hour year.

24.03 Shift Premiums

A shift differential premium of two dollars and thirty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between 1900 hours and 0700 hours.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective March 26, 2024 and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

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

24.04 Weekend Premium

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between midnight Friday and midnight Sunday.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective March 26, 2024 and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

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

24.05 In recognition of long service, full-time employees who have been continuously employed by the Employer for more than twenty (20) years shall be paid a bonus of One Hundred Fifty (\$150.00) Dollars on their twentieth anniversary date and on every anniversary date thereafter so long as they continue to be employed by the Employer. Part-time employees will be entitled to this benefit on a pro-rated basis.

24.06 Recognition of Previous Experience – RRWs and RCWs

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

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION AND TEMPORARY UPGRADING

25.01 The Employer agrees to prepare job descriptions for all positions in the bargaining unit. Copies of the job descriptions will be made available to employees on request. Management shall consult the Union and/or its members in the preparation of job descriptions.

25.02 When the duties or volume of work in any classification are changed or increased or where an employee feels **they are** unfairly or incorrectly classified, such matters shall be discussed at Labour Management Committee meetings.

Failing resolution at Labour Management Committee meetings such matters shall be **subject to the grievance and arbitration process.**

When a new classification **not** covered by **Appendix "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 the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled.

25.03 If an employee is required to perform the duties of a higher classification within the bargaining unit for one full shift or more, the employee shall be paid the rate of pay for the higher classification.

25.04 If an employee is assigned to perform the duties of a lower paying classification, the employee shall maintain their regular rate of pay. This provision shall not apply where an employee picks up a shift in a lower paying classification.

ARTICLE 26 – TEAM LEAD CLASSIFICATION

If a Team Lead is appointed in any classification by the Employer, the incumbent shall be paid a Team Lead Stipend of \$2.50 per hour on top of their regular wages. Whether a Team Lead is appointed and how long the position remains in place is at the sole discretion of the Employer, considering operational need. The Employer may appoint any union member they feel is best suited for the Team Lead position, at the Employer's sole discretion.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 (a) All eligible employees agree to participate in the group benefit plans provided by the Employer. In some circumstances, as set out in the plans, an employee shall have the right to waive coverage of the health portion of the benefits provided the employee can demonstrate to the satisfaction of the Employer that they already have equivalent or better coverage through another plan and such waiver shall be made in writing to the Employer on the form provided by the Employer. Effective the date of signing the Collective Agreement, the Employer shall pay sixty-five percent (65%) and the employee shall pay thirty-five percent (35%) of the cost of the premiums of the Health Benefit Plan.

The cost sharing formula for AD&D, life insurance, dental coverage, and LTD shall be shared 50%/50%.

- (b) The Employer shall maintain participation in the NSHEPP Pension Plan. All new employees who meet eligibility requirements shall be enrolled. The terms and conditions of the Plan shall prevail.
- (c) The Employer shall maintain participation in the NSAHO LTD Plan. All new employees who meet eligibility requirements shall be enrolled. The terms and conditions of the Plan shall prevail.
- (d) At least once a year, the Employer will make every reasonable effort to arrange an in-service conducted by representatives of the insurer to provide information to employees on the terms, conditions and benefits of the benefit plans. The plan may be reviewed annually by the Labour-Management Committee.
- (e) Subject to plan requirements, Employees on leaves of absence without pay who wish to continue benefits shall be responsible for paying both the employee's and the Employer's share of benefit premiums.

27.02 Workers' Compensation

This provision shall become effective on the date of signing.

This provision shall not apply to casual employees.

This provision shall replace any existing provisions for Workers' Compensation in the expired collective agreement.

- 1) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee

equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in **their** income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- 2) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, group life insurance, and the pension plan while an employee is in receipt of Workers' Compensation benefits. The Employee must agree to pay the usual cost shared amount for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

This amendment will take effect as of the date of ratification.

- 3) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 4) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- 5) An employee shall not accrue any other benefits while on Workers' Compensation.
- 6) An employee who participates in an ease back or return to work program following a period of WCB shall be paid **their** regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 28 - SAFETY AND HEALTH

28.01 The Employer and the Union agree to comply with the *Occupational Health and Safety Act and Regulations* and to cooperate in improving rules and practices which will provide adequate protection to employees.

28.02 Workplace Violence

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

(a) VIOLENCE RISK ASSESSMENT

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

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

(b) WORKPLACE VIOLENCE PREVENTION PLAN

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

(c) TRAINING

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

- i. The rights and responsibilities of employees under the OH&S Act.
- ii. The workplace violence prevention statement.

- iii. The measures taken by the employer to minimize or eliminate the risk of violence.
- iv. How to recognize a situation in which there is a potential for violence and how to respond appropriately.
- v. How to respond to an incident of violence, including how to obtain assistance.
- vi. How to report, document and investigate incidents of violence.

(d) **EMPLOYEES WHO EXPERIENCE VIOLENCE**

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

The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace.

(e) **NO REPRISALS**

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

ARTICLE 29 - SEVERANCE PAY

29.01 An employee may choose to retire at age sixty (60). An employee who is retired because of age or who is required to retire due to a permanent disability shall be granted, on the employee's last pay, a lump sum retirement allowance equivalent to:

1. The sum of two hundred twenty dollars (\$220.), if the employee has been employed on a permanent basis for ten (10) calendar years together with
2. The sum of sixty-five dollars (\$65.) for each additional calendar year of employment to a maximum of ten (10) calendar years of employment. The retirement award shall be paid in one (1) lump sum by the Employer to the employee.

ARTICLE 30 - TRAVEL ALLOWANCE

30.01 Effective upon the date of signing, employees required to use their own vehicles to transport residents or clients or for other business of the Employer, subject to prior approval by the Employer, shall be paid **mileage in accordance with the rates set by the Department of Community Services** with a minimum aggregate of **five Dollars (\$5.00)** per day on the day such use is made of an employee's vehicle. **Mileage claims submitted by the 5th of the month following the month in which the expense was incurred, shall be processed and paid by the 15th of the month.**

ARTICLE 31 - JOB SECURITY

31.01 The Employer agrees that there will be no lay-off (including a forced reduction of hours) of bargaining unit employees in the event that work or services performed by the employees is sub-contracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-bargaining unit employee.

ARTICLE 32 - GENERAL CONDITIONS

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

32.02 New employees shall be required to have a medical examination.

32.03 An employee who is not at work for any reason and who is not being paid by the Employer shall not earn benefits under the Collective Agreement, subject to Article 22.02. However, approved leaves of absence of less than fourteen (14) days shall not affect the accumulation of benefits under the Collective Agreement.

32.04 Storm Leave

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

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

ARTICLE 33 - NO STRIKE OR LOCKOUT

33.01 The Union agrees that there shall be no strike during the term of this Agreement, and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiation.

ARTICLE 35 - CLOTHING ALLOWANCE

35.01 Each Full-Time employee shall be reimbursed to a maximum of One Hundred Dollars (\$100) per year, for work related clothing purchases (including footwear). This amount shall be pro-rated for part-time employees and those employees who leave employment before the last pay of the year.

ARTICLE 36 - TERM OF AGREEMENT

36.01 This Agreement shall be binding and remain in effect from April 1, **2021** to March 31, **2026** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.

- 36.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 36.03 Wage adjustments and overtime shall be retroactive in the manner described in Appendix "A" annexed hereto. All other items shall be effective from the date signing unless otherwise specified.
- 36.04 Employees who have left the employ of the Employer between **March 31, 2021** and the date of signing shall have thirty (30) days to apply for retroactive wage adjustment.

The Employer shall send a ~~registered mail~~ letter to the last known address of each employee who left the employ of the Employer between April 1, 2021 and the date of signing the renewal Collective Agreement advising such employees of their right to apply to the Employer for all retroactive pay to which they are entitled under the terms of the renewed Collective Agreement.

Such an application must be made within thirty (30) days of the letter.

ARTICLE 37 - BENEFIT AND BINDING

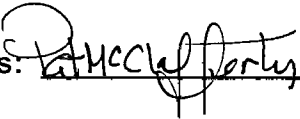
- 37.01 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.
- 37.02 This Agreement and everything contained herein will enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

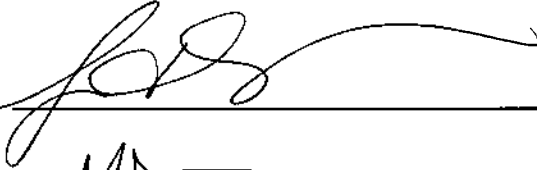
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written;

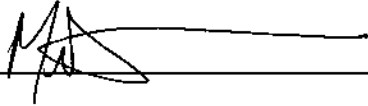
DATED at Bridgetown, this *30th* day of *May*, 2024.

SIGNED, SEALED AND DELIVERED
In the Presence of:

MUNICIPALITY OF ANNAPOLIS COUNTY
ADULT RESIDENTIAL CENTRE AND
SUPERVISED APARTMENTS

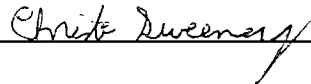
Witness: 


Per: 

Per: 

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2859

Witness: 

Per: 

Per: 

APPENDIX "A"
April 1, 2021 – April 1, 2025

NOTE: All hourly rates are based on 2080 hours.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21	Apr.01-21	Apr.01-22	Apr.01-22	Apr.1-23	Apr.1-23	Apr.01-23	Apr.01-23	Mar.31-24	Mar.31-24	Apr.1-24	Apr.1-24	Apr.01-25	Apr.01-25
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Housekeeping	Probationary Rate	\$16.4144	\$34,142	\$16.6606	\$34,654	\$16.9105	\$35,174	\$17.8480	\$37,124	\$18.3834	\$38,237	\$18.4753	\$38,429	\$19.0296	\$39,592	\$19.4102	\$40,373
Food Service Worker	Regular Rate	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048	\$19.3361	\$40,219	\$19.7228	\$41,023
<p>RE: Memorandum of Agreement #8 - Rehabilitative Care Providers/Provincial Criteria</p> <p>Employees who have not met the standard of training, experience and education specified by the Provincial Advisory Committee will be paid at the following rate indicated in MDA #2.</p> <p>The Employer shall make every reasonable effort to facilitate the completion of such training within six (6) months from date of hire.</p>																	
	Probationary Rate	\$15.4229	\$32,080	\$15.6542	\$32,561	\$15.8890	\$33,049	\$16.8265	\$34,999	\$17.3313	\$36,049	\$17.4180	\$36,229	\$17.9405	\$37,316	\$18.2993	\$38,063
	Regular Rate	\$15.6851	\$32,625	\$15.9204	\$33,114	\$16.1592	\$33,611	\$17.0967	\$35,561	\$17.6096	\$36,628	\$17.6976	\$36,811	\$18.2285	\$37,915	\$18.5931	\$38,674

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21	Apr.01-21	Apr.1-22	Apr.1-22	Apr.01-23	Apr.01-23	Mar.31-24	Mar.31-24	Apr.1-24	Apr.1-24	Apr.01-25	Apr.01-25
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Rehabilitation Care Worker	Start	\$19.9916	\$41,584	\$20.2915	\$42,206	\$21.7933	\$45,330	\$22.4471	\$46,690	\$22.5593	\$46,923	\$23.2361	\$48,331	\$23.7008	\$49,298
	After Year 1					\$22.2382	\$46,256	\$22.9053	\$47,643	\$23.0198	\$47,881	\$23.7104	\$49,318	\$24.1846	\$50,304
	After Year 2					\$22.6921	\$47,199	\$23.3729	\$48,616	\$23.4898	\$48,859	\$24.1945	\$50,325	\$24.6784	\$51,331
	After Year 3					\$23.1552	\$48,163	\$23.8499	\$49,608	\$23.9691	\$49,856	\$24.6882	\$51,351	\$25.1820	\$52,379
	After Year 4					\$23.6276	\$49,145	\$24.3364	\$50,620	\$24.4581	\$50,873	\$25.1918	\$52,399	\$25.6956	\$53,447
Small Options Counsellor	Start	\$20.3314	\$42,290	\$20.6364	\$42,924	\$21.7933	\$45,330	\$22.4471	\$46,690	\$22.5593	\$46,923	\$23.2361	\$48,331	\$23.7008	\$49,298
	After Year 1					\$22.2382	\$46,256	\$22.9053	\$47,643	\$23.0198	\$47,881	\$23.7104	\$49,318	\$24.1846	\$50,304
Community Support Worker	After Year 2					\$22.6921	\$47,199	\$23.3729	\$48,616	\$23.4898	\$48,859	\$24.1945	\$50,325	\$24.6784	\$51,331
	After Year 3					\$23.1552	\$48,163	\$23.8499	\$49,608	\$23.9691	\$49,856	\$24.6882	\$51,351	\$25.1820	\$52,379
	After Year 4					\$23.6276	\$49,145	\$24.3364	\$50,620	\$24.4581	\$50,873	\$25.1918	\$52,399	\$25.6956	\$53,447

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21	Apr.01-21	Apr.01-22	Apr.01-22	Apr.01-23	Apr.01-23	Mar.31-24	Mar.31-24	Apr.1-24	Apr.1-24	Apr.01-25	Apr.01-25
				Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
D.R.C.W.	Probationary Rate	\$20.4833	\$42,605	\$20.7905	\$43,244	\$21.1024	\$43,893	\$21.7355	\$45,210	\$21.8442	\$45,436	\$22.4995	\$46,799	\$22.9495	\$47,735
	Regular Rate	\$20.8314	\$43,329	\$21.1439	\$43,979	\$21.4611	\$44,639	\$22.1049	\$45,978	\$22.2154	\$46,208	\$22.8819	\$47,594	\$23.3395	\$48,546
Cook	Probationary Rate	\$20.7187	\$43,095	\$21.0295	\$43,741	\$21.3449	\$44,397	\$21.9852	\$45,729	\$22.0951	\$45,958	\$22.7580	\$47,337	\$23.2132	\$48,283
	Regular Rate	\$21.0705	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,738	\$23.1445	\$48,141	\$23.6074	\$49,103
Maintenance I	Probationary Rate	\$21.3030	\$44,327	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254	\$23.3997	\$48,671	\$23.8677	\$49,645
	Regular Rate	\$21.6653	\$45,081	\$21.9903	\$45,740	\$22.3202	\$46,426	\$22.9898	\$47,819	\$23.1047	\$48,058	\$23.7978	\$49,499	\$24.2738	\$50,490
Recreation Programmer (2 yr. Diploma In Recreation)	Probationary Rate	\$22.2346	\$46,242	\$22.5683	\$46,942	\$22.9068	\$47,646	\$23.5940	\$49,076	\$23.7120	\$49,321	\$24.4234	\$50,801	\$24.9119	\$51,817
	Regular Rate	\$22.6044	\$47,028	\$22.9435	\$47,722	\$23.2877	\$48,438	\$23.9863	\$49,892	\$24.1062	\$50,141	\$24.8294	\$51,645	\$25.3260	\$52,678

MEMORANDUM OF AGREEMENT #1

(Dietary Department and Supervised Apartments – Hours of Work)

BETWEEN:

ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION,
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS
("Employer")


AND:

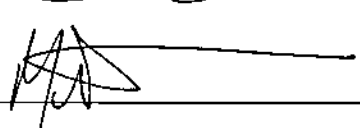
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2859
("Union")

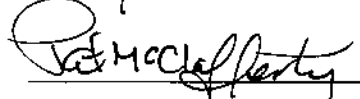
1. Notwithstanding Articles 19.01 and 19.06 of the current Collective Agreement between the Parties (the "Collective Agreement"), the Parties agree that employees in the Dietary Department, Activity / Recreation Department, and at the Supervised Apartments will be allowed to work shifts with less than sixteen (16) hours between shifts provided that the employee has a minimum of ten (10) hours rest between shifts and further provided that the Employer does not thereby become obligated to pay overtime.
2. The Parties agree that overtime will only be paid to such employees if the maximum hours worked exceed an average of eighty (80) hours bi-weekly over a four (4) week period or where an employee works more than eight (8) continuous hours in any twenty-four (24) hour period.
3. This Memorandum shall expire on the same date the Collective Agreement expires.

DATED at Bridgetown, this 30th day of *May*, 2024.

FOR THE EMPLOYER:

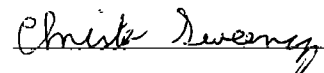


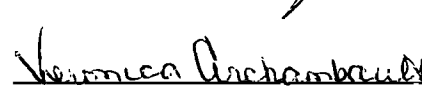





Witness

FOR THE UNION:







Witness

MEMORANDUM OF AGREEMENT #2

BETWEEN: ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS
("Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2859 ("Union")

RE: Rehabilitative Care Providers/Provincial Criteria

Employees who have not met the standard of training, experience and education specified by the Provincial Advisory Committee will be paid at the rate indicated in this MOA. The Employer shall make every reasonable effort to facilitate the completion of such training within six (6) months from date of hire.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.1-23 Hourly Rate	Apr.1-23 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.1-24 Hourly Rate	Apr.1-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
RE: Memorandum of Agreement #2 - Rehabilitative Care Providers/Provincial Criteria Employees who have not met the standard of training, experience and education specified by the Provincial Advisory Committee will be paid at the following rate indicated in MOA #2. The Employer shall make every reasonable effort to facilitate the completion of such training within six (6) months from date of hire.																
Probationary Rate	\$15.4229	\$32,080	\$15.6542	\$32,561	\$15.8890	\$33,049	\$16.8265	\$34,999	\$17.3313	\$36,049	\$17.4180	\$36,229	\$17.9405	\$37,316	\$18.2933	\$38,063
Regular Rate	\$15.6851	\$32,625	\$15.9304	\$33,114	\$16.1592	\$33,611	\$17.0967	\$35,561	\$17.6096	\$36,628	\$17.6976	\$36,811	\$18.2285	\$37,915	\$18.5931	\$38,674

DATED at Bridgetown, this 30th day of *May*, 2024.

FOR THE EMPLOYER:

[Signature]

[Signature]

[Signature]

Witness

FOR THE UNION:

[Signature]

[Signature]

[Signature]

Witness

MEMORANDUM OF AGREEMENT #3

Required Education

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

APPENDIX "B"
(12 Hour Shifts)

BETWEEN: ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS
("Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2859 ("Union")

To assist in day to day operations, the Parties have agreed to the implementation of a twelve (12) hour shift arrangement for the team(s) of RCWs as mutually agreed between the parties who will be participating in the 12 hour shift. The 12 hour shifts shall follow the team(s) when they rotate units.

For the duration of this Memorandum of Agreement, the following provisions of the Collective Agreement will be amended as set out below. All other provisions of the Collective Agreement continue to apply.

ARTICLE 18 - HOURS OF WORK

- 18.01 1. The normal hours of work shall average eighty (80) hours biweekly averaged over the shift rotation which shall include meal and rest periods totaling sixty (60) minutes per eight (8) hour shift and ninety (90) minutes per (12) hour shift. During an eight (8) hour shift an employee shall be permitted a rest break of fifteen (15) consecutive minutes in the first half of the shift and fifteen (15) consecutive minutes in the second half of the shift. During a twelve (12) hour shift an employee shall be permitted two (2) rest breaks of fifteen (15) consecutive minutes and two (2) designated thirty (30) minute meals. If the shift is a four (4) hour shift an employee shall be permitted a fifteen (15) minute break. This does not preclude shift arrangements in variance to the foregoing which are acceptable to the parties. This does not preclude arrangements with respect to the timing of meal and rest breaks in variance to the foregoing, subject to operational requirements and the approval of the Employer.
3. Weekends off shall be in accordance with the posted schedule.
4. Employees may exchange shifts that are the same length, with prior approval of the supervisor, provided such exchange does not incur added cost to the Employer. Such changes shall be kept to a minimum.

18.02 The changing of daylight saving time to standard time, or vice versa, shall result in employees being paid their regular hourly rate at straight time for hours worked, i.e. nine (9) or thirteen (13) hours regular pay for nine (9) or thirteen (13) hours worked and seven (7) or eleven (11) hours regular pay for seven (7) or eleven (11) hours worked. The change of time shall be deemed to occur on the night shift. No overtime payment shall be incurred by the Employer due to the changing of the time. This Article shall have no effect on any cumulative benefit or otherwise under this Collective Agreement.

ARTICLE 19 - OVERTIME

19.01 All time worked in excess of a shift an average of eighty (80) hours bi-weekly-averaged over the shift rotation, shall be considered overtime. Overtime does not apply to training workshops.

Part-Time Employees shall not be assigned to work Additional or Relief Shifts that would result in the employee working in excess of eighty (80) hours in a bi-weekly pay period averaged over the shift rotation.

Part-Time Employees shall not be eligible for overtime compensation or call back premiums for Additional or Relief Shifts worked, except when the hours worked exceeds the regular shift length or eighty (80) hours biweekly averaged over the shift rotation.

19.06 Failure to provide in the case of eight (8) hour shifts at least sixteen (16) hours rest between shifts, and in the case of twelve (12) hour shifts at least twelve (12) hours rest between shifts, shall result in payment of overtime at established rates for any hours worked during such rest period unless mutually agreed otherwise.

ARTICLE 20 - HOLIDAYS

20.02 An employee who works a holiday as scheduled shall receive time and one-half (1.5x) pay **for the hours worked**. A full-time employee shall receive eight (8) hours day off with pay at a time mutually agreeable to the employee and the Employer. **Part-time employees shall receive 1 hour of Holiday credit for each 20.0 regular hours paid.**

20.03 An employee who works on a holiday when the employee was not scheduled to work shall receive double time (2x) for the hours worked plus another eight (8) hour day off with pay at a time mutually agreeable to the employee and the Employer.

20.04 When any of the above-noted paid holidays falls on an employee's scheduled day off the employee shall receive, at the Employer's option, an eight (8) hour day's pay or another eight (8) hour day off with pay at a time designated by the Employer.

ARTICLE 21 - VACATION

21.03 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional eight (8) hours vacation to be taken at a later date at a time mutually acceptable to the employee and the Employer.

21.08 Where it can be established by the employee that during the employee's vacation the employee suffered a serious illness or accident, which:

- (a) would have resulted in incapacity to perform the duties of the job as supported by:
 - (i) a medical doctor's opinion, and
 - (ii) such documentation satisfactory to the Employer, or
- (b) resulted in hospitalization during the period of their vacation,

there shall be no deduction from vacation credits for the vacation hours the employee was incapacitated under (a) above or hospitalized on an in-patient basis and for hours where the employee is subsequently restricted under doctor's written orders to recover at home away from work. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employer's option. Accumulated sick leave credits shall be reduced by the number of hours displaced.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave is entitled to receive sick leave pay when they are unable to perform the duties of their position because of illness or injury, provided the employee is not otherwise receiving pay for that day and has sufficient sick leave credits. This benefit is also subject to the employee meeting the requirements of Article 22.05. Fraudulently applying for and obtaining sick leave shall be cause for dismissal.

22.02 One hundred forty-Four (144) hours sick leave per year shall be earned by an employee at the rate of twelve hours for every month of paid service. Approved leaves of absence of less than fourteen (14) days shall not affect the accumulation of sick leave. Sick leave credits are accrued but cannot be used during an employee's probationary period

22.04 The Employer shall deduct from an employee's earned and accumulated sick leave credits, the hours taken by the employee as sick leave. Holidays, which occur during any period of sick leave, shall be paid as holidays and not as sick leave.

22.08 Except in extreme and unusual circumstances, employees who are unable to attend work due to sickness shall notify the Employer at least one (1) hour prior to the commencement of a morning shift, at least two (2) hours prior to the commencement of an evening shift and at least three (3) hours prior to the commencement of a night shift.

ARTICLE 23 – LEAVE OF ABSENCE

23.04 Bereavement Leave

1. When death occurs to a member of the immediate family of an employee, (i.e. the employee's current spouse, mother, father, brothers, sisters, sons, daughters, **current grandparent, current grandchild**, current mother-in-law, current father-in-law, current step-children and current step-parents) such employee shall be granted **Bereavement** Leave for a period not to exceed four (4) consecutive days following the date of death, one of which shall be the day of the funeral. Where the funeral is delayed beyond the fourth (4th) day following the date of death, the employee may divide the **Bereavement** Leave. Two (2) consecutive days may be taken following the date of death and the remaining two (2) days may be taken on the day of the funeral and on either the day prior to or the day following the funeral.
2. One (1) day's **Bereavement** Leave shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a current sister-in-law, current brother-in-law, current daughter-in-law, current son-in-law, current **aunt/uncle/niece/nephew** provided such day is a normal working day.
3. **If an employee learns of a death of any of the family members listed in paragraphs 1 and 2 above while at work, the employee shall be permitted to leave work, without loss of pay for the remainder of that shift.**
4. The employee shall not have a loss of regular pay for shifts scheduled at least five (5) days prior to the day of the shift not worked due to **Bereavement** Leave. Any such employee, while on **Bereavement** Leave, shall receive the same regular rate of pay from the Employer as was in effect for the said employee immediately prior to going on **Bereavement** Leave.

5. An employee shall be granted two (2) additional days of **Bereavement** Leave consecutive to the days of **Bereavement** Leave provided under Article 23.04 (1) above, without loss of regular pay if a parent, spouse or child dies outside the Province and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.
6. An employee who is on leave of absence shall not be eligible for **Bereavement** Leave without loss of regular pay.
7. An employee who is on sick leave with pay shall not be eligible for **Bereavement** Leave.
8. Employees shall not be eligible for **Bereavement** Leave under Articles 23.04 (2) above during their period of vacation. However, employees shall be eligible for **Bereavement** Leave under Article 23.04 (1) and (5) above during their period of vacation and there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date, by mutual agreement between the Employer and the employee.
10. Any employee not considered to be at work shall not be eligible for **Bereavement** Leave without loss of regular pay.

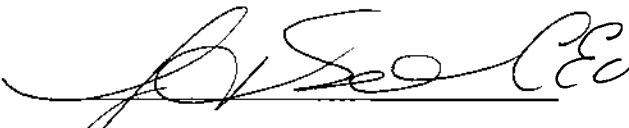
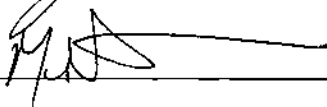
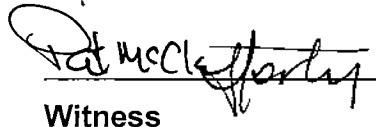
Either party may give notice to discontinue the 12 hour shift arrangement. Such notice shall be in writing and at least four (4) weeks in advance of the end of the rotation then in effect. The notice shall be effective at the end of that rotation.

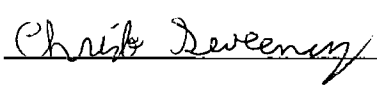
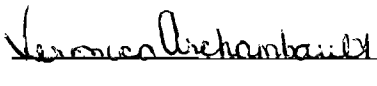
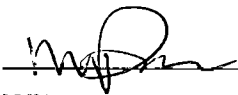
Upon expiration or discontinuance by notice this Memorandum of Agreement shall cease to apply and all Articles of the Collective Agreement shall apply.

DATED at Bridgetown, this 30th day of *May*, 2024.

FOR THE EMPLOYER:

FOR THE UNION:




 Witness




 Witness

LETTER OF UNDERSTANDING #1
(Selection of Staff for the Transportation of Clients to Appointments)

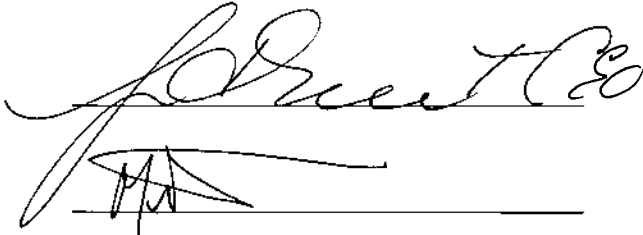
BETWEEN: ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS
("Employer")

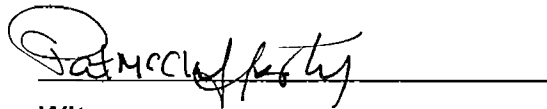
AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2859 ("Union")

The Employer commits to develop guidelines regarding compensation for additional insurance cost on personal vehicles used to transport clients and how any damage or cleaning of vehicles will be address. The draft guidelines shall be tables at Labour/Management within 6 months of the signing of this Letter of Understanding.

DATED at Bridgetown, this 30th day of *May*, 2024.

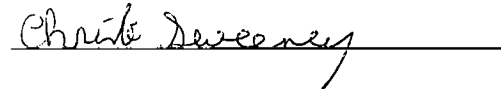
FOR THE EMPLOYER:





Witness

FOR THE UNION:







Witness

MEMORANDUM OF UNDERSTANDING

(Re: Retirement/Severance/Long Service payouts)

BETWEEN: ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS
("Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2859 ("Union")

The parties agree that Article 28 shall be maintained in the Collective Agreement and shall be administered in accordance with the collective agreement, except as may be limited by Bill 148, The *Public Services Sustainability (2015) Act*, until such time that the constitutionality of Bill 148 pertaining to these benefits is determined by the Courts.

During the Court challenge the Employer shall maintain ongoing and updated contact information and accurate records of retirees with regard to their service accrual at the time of retirement. In the event that the applicable section(s) of the *Public Services Sustainability (2015) Act* are held to be unconstitutional, any employees who received less than their entitled service and subsequently a reduced payout according to their Collective Agreement as a result of the application of Bill 148, shall have their service and the resultant payout recalculated and the difference, plus interest, paid immediately.

Notwithstanding the provisions of the *Public Services Sustainability (2015) Act* that required the freezing of retirement allowances, service awards and accrued sick leave pay out to March 31, 2015, employees will have the option on a one-time only basis to obtain an early payment of this award.

To be eligible for the early payout option the employee must have met the eligibility requirements (be it years of service or otherwise contained in the Legislation or Collective Agreement) prior to March 31, 2015.

Casual employees are not eligible.

Employees who wish to choose an early payout must opt to do so, in writing, to the Employer not later than 30 calendar days after the Employer gives notice of their eligibility for an early payout.

There shall be no adjustment to the number of days that were in an employee's sick time credits, as of March 31, 2015, as a result of an early pay out.

The early pay out option shall be paid at the hourly rate that is in effect the day immediately preceding the date of the first 1.5% wage increase, as set out in the collective agreement.

For this collective agreement the date is March 31, 2018.

DATED at Bridgetown, this 30 day of May, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

John C. CEO
[Signature]

Chris DeLeon
Veronica Archambault

Pat Mc Clafferty
Witness

[Signature]
Witness

**MEMORANDUM OF AGREEMENT
RESIDENTIAL CARE WORKER (RCW) CLASSIFICATION**

BETWEEN: ANNAPOLIS COUNTY MUNICIPAL HOUSING CORPORATION
ADULT RESIDENTIAL CENTRE AND SUPERVISED APARTMENTS
("Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2859 ("Union")

WHEREAS the Union and the Employer agree that there are instances where the RCW classification is working to the full scope of the Residential Rehabilitation Worker (RRW);

NOW THEREFORE the Parties agree as follows:

Where an Employer identifies in writing within 30 days of the signing of this Agreement that an RCW is working to the full scope of the classification they will move them to the RRW classification.

RCWs moved to the RRW classification as a result of this shall be required to complete the two (2) additional core competencies if not already completed.

The effective date for this change shall be the date of ratification.

