

ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN

**CHETICAMP AREA RESIDENTIAL AND EDUCATIONAL
SOCIETY**

AND

CANADIAN UNION OF PUBLIC EMPLOYEE LOCAL 4896

Expiring: March 31, 2027

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PREAMBLE*

It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Cheticamp Area Residential and Educational Society and the Union, recognize the mutual value of joint discussions and negotiations in matters pertaining to bargaining and to encourage efficiency in operations.

The purpose of this Collective Agreement is to establish terms and conditions of employment as well as provisions for final settlement of differences between the parties relating to the interpretation, application, or administration of this Collective Agreement.

The parties recognize that the mission of the Cheticamp Area Residential and Educational Society is to work with adults with disabilities to improve the quality of their lives. It is agreed that the parties recognize that the purpose of the Cheticamp Area Residential and Educational Society as a residential and vocational service is to provide quality services to persons with developmental, physical and mental health disabilities which are integrative, individualized, respectful of the dignity and rights of the resident and consistent with the principles and philosophy of the organization.

ARTICLE 1 – DEFINITIONS*

1.01 For the purpose of this Agreement:

- (a) "Bargaining Unit" means those Employees employed as either Regular Full-Time, Regular Part-Time or Casual as Residential Counsellors or Vocational Counsellors, as identified in Certification Order LRB-6223 dated August 8, 2008.
- (b) A "Casual Employee" means those employees who are neither "Regular Full-Time" or "Regular Part-Time" and one who works on a day-to-day basis and is not regularly scheduled; however, they may be scheduled as required to fill relief hours that arise to address such things as extra staffing, sickness, vacation, holiday, leaves and emergency hours. Such employees are not covered by this Collective Agreement except those articles noted with an asterisk (*), or those articles which explicitly refer to casuials.

Casual employees shall confirm to the Employer the extent of their availability for shifts. Casual employees who have indicated an availability to work may be offered shifts in accordance with Seniority. Where the availability status of a Casual employee changes from that previously accepted by the Employer, the Casual employee must indicate the extent of the change of availability. If a shift is scheduled, or a relief shift is accepted by a Casual employee, the Casual employee is obligated to work the shift.

In lieu of the benefits provided to employees under the Collective Agreement, casuals shall be compensated with a supplementary payment equal to eleven percent (11%) of their earnings in each bi-weekly period. This payment will represent four percent (4%) for vacation and seven percent (7%) for all other benefits.

- (c) "Day" means a period of eight (8) hours for the purposes of calculating accumulation of leave benefits. However, where Employees work a different shift other than an (8) hour shift, they will deplete the hours of benefits accumulated for benefits or time off equivalent to the hour arising from their absence from work.
- (d) "Employee" means a person who is included in the Bargaining Unit.
- (e) "Employer" means the incorporated non-profit society operating under the name of Cheticamp Area Residential and Educational Society.
- (f) "Regular Full-Time Employee" means an Employee who occupies a permanent regular full-time position within the Bargaining Unit.
- (g) "Grant Employee" means a person who is paid by and appointed under a government-sponsored work program. The provisions of this Agreement do not apply to Grant Employees. The Employer will notify the Union when a Grant Employee is hired.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Agreement.
- (i) "Probationary Employee" means a person hired on a probationary basis as defined in Article 11 of this Agreement.
- (j) "Regular Part-Time Employee" means an Employee who works less than two thousand eighty (2,080) regularly scheduled, guaranteed hours in a year. Regularly scheduled hours do not include hours worked for relief for such absences as sick time, vacation, extra staffing, or leaves of permanent Regular Part-Time and Regular Full-Time Employees.
- (k) "Seniority" means the period of employment commencing on the date of hire in a Bargaining Unit position—Seniority for all those considered Bargaining Unit Members at the time of the Union certification or recognition shall be the date of hire with the Organization. There is one Bargaining Unit wide seniority list.

Loss of Seniority – An Employee shall cease to be an Employee and forfeit seniority rights in the event that such Employee:

- (i) Is discharged for just cause and is not reinstated;

- (ii) **Resigns, in writing**
- (iii) **Is absent from work in excess of five (5) consecutive scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonable;**
- (iv) **Fails to return to work within fourteen (14) calendar days following a recall for employment in accordance with Article 30.05.**
- (v) **Is laid off for a period longer than twenty-four (24) months (recall period) except where employed within such recall period for Casual or Temporary employment of six (6) months or less in which case the recall period is extended by the total of the shifts worked during the two (2) year recall period. For the temporary period the employment in excess of six (6) months the two (2) year recall period shall recommence at completion of the temporary period;**
- (vi) **Has been on sick leave for a period of two (2) years and all reasonable accommodation efforts have concluded.**
- (vii) **If a casual employee who is offered shifts and fails to accept such shifts for a period of three (3) months, except in the case of an approved absence including but not limited to sick leave, approved personal leave, pregnancy/parental leave or WCB.**
- (l) **“Service” means the total accumulated months of active employment with the Employer.**
- (m) **“Union” means the Canadian Union of Public Employees, Local 4896**

ARTICLE 2 – RECOGNITION*

- 2.01 **The Employer recognizes the Union as the sole bargaining agent for all employees employed with Cheticamp Area Residential and Educational Society save and except Grant Employees, the Executive Director, Manager of Bookkeeping, Administrative Assistant, Supervisors and those persons excluded by Paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*.**
- 2.02 **No Employee shall be required or permitted to make a written or oral agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.**

ARTICLE 3 - MANAGEMENT RIGHTS*

- 3.01 All statutory and inherent management rights, prerogatives and functions are retained and vested exclusively in the Employer and any matter arising out of those rights, prerogatives and functions which have not been expressly modified or restricted in this Agreement shall not be the subject of collective bargaining. All functions, rights, powers and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 3.02 Without limiting the generality of the above, these rights include, but are not limited to, the right to:
- (a) hire, classify, promote, demote, transfer, direct, reprimand, suspend, discharge or otherwise discipline Employees;
 - (b) determine the work requirements, responsibilities and standards of work to be performed;
 - (c) specify qualifications of and assignment of Employees;
 - (d) expand, reduce, alter, combine, transfer, assign or terminate any function or service which may be performed by members of the Bargaining Unit;
 - (e) determined the size and composition of the workforce according to the needs of the Employer;
 - (f) make or amend policies, procedures and practices, provided that such policies, procedures and practices applying to member of the Bargaining Unit are not contrary to the terms of this Agreement; and
 - (g) maintained order and efficiency and generally manage the society, direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement;
 - (h) close down or relocate the Employer's operations or any part thereof
 - (i) make a determination, in its sole discretion, on the suitability of any Probationary Employee to be confirmed in employment.

ARTICLE 4 - NO DISCRIMINATION*

- 4.01 The Employer and Union agree that there will be no discrimination practiced by them with respect to any Employee by reason of any prohibited grounds of discrimination as outlined in the *Human Rights Act*, R.S.N.S.1990, c124, as amended.

- 4.02 The parties agree that when an Employee seeks an accommodation on the grounds of disability, they have an obligation to provide an objective medical opinion of the requirement of the accommodation, the functional limitation and restrictions arising. The opinion shall state the treatment plan in place, and confirmation of whether the Employee is cooperating with and in compliance with the prescribed treatment plan or any medical interventions. The Employee also is obligated to participate in treatment plans to alleviate their restrictions. The Employee shall give the Employer consent to share this information with the Union or the Employee may elect to share this information directly with the Union.

The parties agree that, in circumstances of accommodation requests, the three parties, consisting of the Employer, the Union and the Employee, are obliged to cooperate throughout the processes required in finding an accommodation. In the event undue hardship is reached, the process may be terminated with respect to the Employee. The parties further agree there is not an exhaustive list of what, in a given circumstance, may constitute undue hardship, although they agree that the Employee's failure to cooperate with reasonable efforts of the Employer or Union is included as deemed to be undue hardship.

- 4.03 The Employee, if requested to do so by the Employer, will attend an independent medical examination if the Employer deems it to be appropriate in order to deal with a duty to accommodate, an Employee's fitness to return to work or excessive absenteeism. In the event of an independent medical exam, it would be preferred if the parties could agree on the examiner if possible. In the event of an impasse, the Employer will decide.
- 4.04 Spousal benefits shall be available based on plan eligibility.
- 4.05 The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind and may discipline any Employee considered to be involved in committing such conduct.

"Harassment" is defined in the Workplace Harassment Policy of the Employer. The Harassment & Violence policy of the Employer outlines the method for an Employee to access help if an Employee feels that are being harassed. All Employees are encouraged to read and review the Harassment & Violence policy.

Both the complainant and the respondent have the right to be accompanied by a Union Steward or their designate during any interviews or meetings with regard to a harassment complaint. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regard to the investigation of the matter.

There shall be no retaliation against anyone who makes the complaint in good faith or cooperates in the investigation of a complaint of harassment. Anyone who files a complaint in bad faith or for vexatious purposes will be subject to disciplinary action.

ARTICLE 5 – STRIKES AND LOCKOUTS*

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

5.02 The words “strike” and “lockout” shall be defined in the *Trade Union Act*.

ARTICLE 6 – UNION ACTIVITY*

6.01 The Union will provide the Employer with the names of its stewards and the Employer will advise the Union of its representatives with whom the Union may be required to transact business.

6.02 Subject to receipt of their supervisor’s approval, local Union Stewards shall be entitled to leave their work, without loss of pay during working hours, in order to carry out their functions under this Agreement. Permission to leave work during working hours for such purposes shall be first obtained from the Supervisor or Executive Director and may be granted if, in the Employer’s opinion, it does not conflict with the Employee’s duties to the Employer. Stewards will report to their Supervisor, if applicable prior to returning to their duties.

6.03 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 a Representative may have access to the Employer’s property with the Employer’s advance agreement, in order to assist in the settlement of a grievance or other Union issues. Such an agreement will not be unreasonably denied.

6.04 **Employee/Member Contact Information**

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

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

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

ARTICLE 7 – UNION CHECKOFF*

- 7.01 All Employees of the Employer shall become and remain members in good standing of the Union.
- 7.02 As authorized by the Union in writing, the Employer shall deduct bi-weekly from the salary of the Employee an amount equal to the established monthly dues of the Union as well as any initiation fee.
- 7.03 The Employer shall send the amounts deducted under Article 7.02 to the National Secretary-Treasurer of the Union c/o 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7 by one (1) monthly cheque not later than the fifteenth (15th) day of the following month for which the deductions were made, accompanied by particulars, identifying each Employee and the deduction made on the Employee's behalf. A copy of this list shall also be forwarded to the Treasurer of the Local Union.
- 7.04 The Employer shall print the amount of union dues paid in the previous year on each Employee's Income Tax T4.
- 7.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer, as relates to checkoff.

ARTICLE 8 – ACQUAINTANCE*

- 8.01 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect.
- 8.02 On an Employee commencing employment, the Employee's Supervisor shall inform the new Employee that there is a Union Steward or Representative. The Steward or Representative will provide the Employee with a copy of the Collective Agreement and Union information package.
- 8.03 The Employer will keep a book for the sole use of the Union for communication at workplaces and the issue of the book will be discussed at Labour Management Committee meetings. The book is not to be reviewed on work time.

ARTICLE 9 – CORRESPONDENCE*

- 9.01 All correspondence between the parties arising out of this Agreement, shall pass to and from the Executive Director/designate of the Employer and the President/designate of the Union.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS*

- 10.01 A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the committee.
- 10.02 In the event that either party wishes to call a bargaining meeting, as required by the Collective Agreement, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 11 – PROBATIONARY PERIOD*

- 11.01 All new Employees shall serve a probationary period of one-thousand, one-hundred and forty (1140) hours. During this period the Employer, in its sole discretion, shall determine the suitability of the Probationary Employee.
- 11.02 Employees may be terminated, at the sole discretion of the Employer, during or at the completion of the probationary period in accordance with Article 11.01.
- 11.03 The Employer may, with mutual consent of the parties, extend the probationary period up to a maximum of three (3) months. If the Employer exercises this option, the Employer shall complete a written evaluation of the Employee within seven (7) days of invoking this Article.

ARTICLE 12 – DISCIPLINE AND DISCHARGE*

- 12.01 No Employee who has successfully completed the probationary period pursuant to Article 11 shall be disciplined, suspended without pay, or discharged except for just cause.
- 12.02 The Employer shall be deemed to have just cause to discharge an Employee on the following instances of Employee conduct:
- (a) falsification, misrepresentation or any other form of dishonesty as to the credential or any other part of an application for employment;
 - (b) theft;
 - (c) resident or client abuse or neglect; or
 - (d) breach of confidentiality regarding residents, families and Employer.
- 12.03 When the Employer decides to discipline or discharge an Employee, the Employer will schedule a meeting with the Employee and a Shop Steward to inform both of its decision.

12.04 (a) Where an Employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) working days of knowledge of the reasons for the discipline, suspension or discharge, notify the Employee in writing stating the reason for the discipline, suspension or discharge. In the event that the investigation cannot be concluded within ten (10) working days, the parties are agreed that the timeline for making a decision can be extended on mutual agreement and that the Union will not unreasonably refuse a request for an extension.

(b) The Employer will give notification to the Union that the Employee is suspended without pay or discharged.

12.05 Where an Employee alleges that they have been suspended without pay for more than one (1) shift or discharged contrary to Article 12, the Union may lodge a grievance at the complaint stage of the grievance procedure.

12.06 Disciplinary Record

An employee's personnel file shall be cleared after eighteen (18) months of any record of suspension or disciplinary action, including letters of reprimand or any adverse reports. This period will automatically be extended by the length of any period of leave without pay of more than three (3) months.

12.07 Access to Personnel File

An Employee shall have the right to view their personnel file. The Employee may request copies of the documents contained in the file and such requests shall not be unreasonably denied.

ARTICLE 13 – JOB POSTING*

13.01 When a new position or permanent vacancy is created within the Bargaining Unit and the Employer determines that the position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or permanent vacancy internally for seven (7) calendar days. Full-time and Regular Part-time Employees then Casuals. If no Bargaining Unit members or casuals apply the Employer will then post externally.

13.02 On job postings, preference shall be given to the senior member of the Bargaining Unit, first to Regular and then to Casual.

13.03 The Successful employee that has applied to a posting shall be placed on a trial for a period of fourteen (14) shifts worked. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of fourteen (14) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employer or the employee finds that they are unable to perform the duties of the new job classification, the Employee shall be returned to their former position and salary without loss of seniority. Any other employee affected by the rearrangement of positions shall also be returned to their former position and salary without loss of seniority. The trial period may be extended or waived upon mutual agreement of the parties.

13.04 No employee shall be transferred to a temporary position outside the bargaining unit without the employee's consent. If an employee does take a temporary position outside the bargaining unit, they lose all seniority that they previously held and they will not be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within six (6) months of the date that they left the bargaining unit to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be re-instated. The time limit may be extended upon mutual agreement amongst the parties. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

13.05 (a) A "Temporary Vacancy" is a vacancy that the Employer intends to fill which is expected to exceed three (3) months.

(b) A Temporary Vacancy shall be posted in accordance with Article 13.01. Vacancies that are not expected to exceed three (3) months may be filled at the discretion of the Employer.

(c) At the end of a Temporary Vacancy, an employee who filled the Temporary Vacancy shall be returned to the position held prior to filling the Temporary Vacancy.

(d) While in a Temporary Vacancy, a Regular Part-Time Employee will be entitled to all additional benefits associated with the position (except those benefits outlined in Article 28 and Appendix "E"). Casual Employees in a Temporary Vacancy will be entitled to accrue sick, holiday, vacation and bereavement benefits associated with the FTE of the position to be used during the assignment or to bank so that they will be available if the employee is successful in securing a permanent position. If the employee returns to Casual at the end of the temporary position, the monetary value of the holiday and vacation banks will be paid out. For greater clarity, Casual Employees in a Temporary Vacancy will not be entitled to the 11% in lieu.

- (e) An Employee filling a Temporary Vacancy will not be eligible to apply for another Temporary Vacancy until the first Temporary Vacancy comes to an end, except during the last two (2) weeks of the first Temporary Vacancy or if there is an increase in hours.

13.06 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 13.

ARTICLE 14 – HOURS OF WORK

- 14.01 The normal hours of work for full-time employees shall be eighty (80) regularly scheduled hours over pay period arranged over a scheduling cycle.
- 14.02 The normal hours for part-time employees shall average eighty-eight (88) hours or less regularly scheduled hours per pay period averaged over the scheduling cycle.
- 14.03 The Employer shall post the work schedule two (2) weeks in advance.
- *14.04 Changes to the work schedule after its posting may be made; however, notice will be given to affected Employees.
- 14.05 Employees may exchange shifts. Any change that an Employee requests to a scheduled shift must be granted in advance by the Supervisor or Designate.
- *14.06 The shift change report in the residential facility occurs ten (10) minutes prior to a shift and is mandatory and without pay.

- *14.07 If staff and program meetings are mandatory for Employees not regularly scheduled to work, and where an Employee attends outside their scheduled hours, they will be compensated at the greater of two (2) hours at the straight time hourly rate or the time spent in the meeting. At their request, time off in lieu at straight time for the time of attendance may be added to the Employee's lieu bank if the bank is not at 40 hours and will be dealt with in accordance with article 15.04. Notwithstanding Article 15, overtime compensation does not apply. Casual Employees may not bank time off in lieu.
- *14.08 It is the sole responsibility of the Employer to schedule the hours of work of Employee as long as it does not contravene the express requirements of this Agreement.
- *14.09 Residential/Vocational workers are required to work through lunch and will be compensated for that time.
- *14.10(a) Shifts that become available after the posting of the schedule ("Extra Shifts") will be offered in accordance with the following.
- (b) All Regular Part-Time Employees who are interested in working Extra Shifts will submit their names, to the Employer to be placed on an Extra Shifts call out list for the house in which they work. If Employees are no longer interested in working, they will notify the Employer to remove their name from the list.
 - (c) An Extra Shifts call out list will be maintained for each house.
 - (d) Each Extra Shifts call out list will be maintained in order of seniority.
 - (e) Extra Shifts at each house will be offered to Regular Part-Time Employees in accordance with the Extra Shift call out list for that house in order of seniority.
 - (f) A Regular Part-Time Employee shall not be eligible for an Extra Shift in accordance with this Article 14.10 if accepting the shift would entitle the employee to overtime.
 - (g) Only after the Extra Shift call out list is exhausted will Casual Employees be offered the Extra Shift by Seniority.
 - (h) Once a Regular Part-Time Employee or Casual Employee accepts an Extra Shift pursuant to this Article 14.10, the employee is required to report to work for the Extra Shifts and the rest of their remaining regularly scheduled shifts.

14.11 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked. If an **Employee** works less hours due to the time change, the **Employee** may request that the one (1) hour be paid from an existing bank including lieu, holiday, or vacation.

ARTICLE 15 – OVERTIME

- *15.01 "Overtime" is defined as time worked by Regular Full-Time and Regular Part-Time Employees with the prior authorization of the Employer, in excess of eighty (80) hours (Regular Full-Time) and eighty-eight (88) (Regular Part-time) and ninety-six (96) hours (Casual Employees) in a two (2) week pay period and shall not include the report to work briefings and shall not include any time worked after or prior to a shift if that time worked is less than an additional fifteen (15) minutes in duration. Overtime is paid at a rate of one and one-half (1.5) for hours worked in excess of eighty (80) hours (Regular Full-Time) and eighty-eight (88) (Regular Part-Time) and ninety-six (96) hours (Casual Employees) in a two (2) week pay period.
- *15.02 All overtime must receive prior authorization from the Employer.
- 15.03 Compensation for Overtime for Regular Full-Time Employees and Regular Part-Time Employees may be in the form of time off, at the rate of one and a half (1½) for all overtime hours worked. Overtime banks may continually accumulate up to 40 hours during the fiscal year and any Overtime in excess of 40 hours will be paid out immediately. At the end of the fiscal year, the lieu bank will be paid out in accordance with article 15.04. Employees will not be asked by the Employer to change shifts in order to avoid paying overtime.
- 15.04 When time off with pay in lieu of overtime has not been granted, taken as approved by the Employer, or assigned by the Employer by the end of the fiscal year in which it was earned it shall be paid out in the last pay period of the fiscal year.
- *15.05 An Employee must be authorized to work at least fifteen (15), minutes excluding reporting to work briefings, beyond their normal shift, before being eligible for overtime compensation.
- *15.06 Overtime will not be paid where the Employee creates the opportunity to be in an overtime position by virtue of an authorized shift trade.

ARTICLE 16 – TRANSPORTATION*

- 16.01 The Employer agrees to reimburse Employees for travel if prior authorization has been received. The rate of reimbursement shall be the rate given by the Nova Scotia Government as amended from time to time.

- 16.02 The Employer requires two million dollars (\$2,000,000.00) liability coverage on an Employee's vehicle if the Employee uses it for approved work purposes. Any Employee driving a vehicle in association with their duties must have a valid Nova Scotia driver's license and will be reimbursed for the difference in insurance rates to a maximum of \$75 per year.
- 16.03 Employees of the residential facility who accompany residents to out of town appointments will be compensated for salary and expenses in accordance with the provincial policy.
- 16.04 The Employer owns a van which requires a class 4 license, and medical clearance. The Employer will compensate the designated van driver for the expense associated with the license and required medical.

ARTICLE 17 – PAYMENT OF WAGES AND ALLOWANCES*

- 17.01 The Employer shall pay salaries and wages bi-weekly by direct deposit in accordance with Appendix "A" attached hereto and forming part of this Agreement. Payday shall be the Thursday following the pay period and Employees shall be provided with an itemized record of wages, overtime, other pay and deductions.

17.02 Shift Premium

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 May 15, 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.

17.03 Week-end Premium

A weekend premium of two dollars and thirty-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 May 15, 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.

17.04 Night Sleep Shift

The Night Sleep Shift shall be deemed to be the equivalent of five (5) work hours for the purposes of this Collective Agreement. If an Employee actively works for more than five (5) hours, the Employee shall be paid for the time worked beyond the five (5) hours.

17.05 Shift Differential and weekend premium shall not apply to night sleep shifts.

ARTICLE 18 – VACATIONS

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

18.02 Regular Full-Time Employees shall earn vacation with pay at the following rates:

- (a) Three (3) weeks of vacation in the Employee's first, second and third (1st, 2nd, 3rd) year of active, full-time employment;
- (b) Four (4) weeks of vacation after four (4) years of active full-time employment;
- (c) Five (5) weeks of vacation after ten (10) years of active, full-time employment.

18.03 For the purpose of calculating vacation accumulation, one (1) day is the equivalent of eight (8) hours. However, for depleting the accumulated leave, the Employee will be debited for the actual hours used to facilitate the vacation leave.

18.04 Regular Part-Time Employees shall receive vacation pay on wages earned during each pay period, unless the Employee requests that it be accumulated. If a Regular Part-time Employee elects to accumulate vacation they must notify the Employer on March 1st for the upcoming vacation year and will not be able to change their selection until the next fiscal year. The percentage rate of accumulation of vacation leave shall be consistent with Labour Standards as applicable.

18.05 Regular Part-Time Employees may request vacation which shall be time off without pay equivalent to their entitlement pursuant to Article 18.04. However, if the Employee requested to accumulate vacation pay this shall be paid when vacation is taken. Vacation will be requested and granted in accordance with Article 18.07.

18.06 Subject to 18.13, except as otherwise provided herein, vacation leave entitlement shall be used within the year in which it is earned.

The Employee shall advise the immediate management supervisor, in writing, of their vacation preference as soon as possible for the following vacation year but by February 1st for vacations in the period between April 1st-September 30th and shall include requests for vacations during the December holiday period (December 16th to January 4th) and/or March Break vacations for the following year, and by August 1st for vacations in the period October 1st-March 31st.

The Employer will post approved vacations in writing by March 15th and September 15th respectively. Preference in vacation scheduling shall be given to those Employees with the greatest length of seniority.

After the vacation schedule is posted, if operational requirements permit additional Employee(s) to be on vacation leave, such leave shall be offered to Employee(s) on a work unit by seniority to those Employee(s) who requested the leave prior to February 1st or August 1st and were denied.

Any additional vacation will be granted on a first come, first served basis

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

Vacations will be assigned before Holidays, and then Holidays will be scheduled on a Seniority basis provided the Holiday leave request is submitted within the time lines outlined above.

- 18.07 Vacation leave entitlement shall be used within the year in which it is earned. Employees shall be able to carry no more than one (1) week of vacation entitlement to the next calendar year; which must be used in that calendar year. If the Employee has not scheduled any vacation in excess of the one (1) week of vacation permitted to be carried over by January 1st the Employer will meet with the Employee to review options to schedule the excess time. If the Employee is not able to identify mutually agreed time to take as vacation, the Employer may schedule the excess vacation time.
- 18.08 An Employee, upon their separation from the Employer, shall be compensated for vacation leave which they have not taken but is entitled to take.
- 18.09 An Employee, upon their separation from the Employer, shall compensate the Employer for vacation which was taken but to which they were not entitled.
- 18.10 The Employer will make every reasonable effort not to recall an Employee to duty while on vacation leave or to cancel vacation once it has been approved.

18.11 The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the Employee and approved by the Employer or reinstated to the vacation bank for use at a later date in accordance with Article 18.06.

18.12 Resident Vacations

The parties agree that the annual summer vacation (typically one (1) week) is beneficial to the residents of the Employer. To ensure this vacation results in the least disruption of the scheduling of Employee vacations, the parties agree that Employees have the option of attending the resident vacation trip. The Employer will provide six (6) weeks advance notice of the residents' summer vacation. Employees who choose to attend the trip will do so without loss of regular pay or benefits. Those Employees who do not choose to attend the trip will be placed on vacation for the length of the trip. Any remaining vacation entitlement will be scheduled pursuant to Article 18.06.

18.13 In the event residents are absent from the home, the Employer may cancel shift and give the Employee affected the option of using vacation or lieu time, if available, to make up the shift so as to incur no loss of pay.

ARTICLE 19 – HOLIDAYS

19.01 The following shall be paid Holidays for Regular Full-Time Employees:

- New Year's Day
- Heritage Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Civic Holiday
- Easter Monday
- Heritage Day
- National Day of Truth and Reconciliation

Any other Holiday proclaimed and funded by the Province of Nova Scotia should be recognized by the Employer under Article 19.01.

19.02 Subject to qualifying for the Holiday pursuant to Article 19.04, Regular Full-Time Employees shall receive eight (8) hours of Holiday time to be paid out or added to the Holiday bank of the Employees to be taken as another day off with pay at a time that is mutually agreed between the Employer and the Employee.

19.03 Time off which is being granted in lieu of a paid Holiday, must be taken in accordance with Article 19.05.

19.04 The following shall be paid Holidays for Regular Part-Time Employees:

New Year's Day
Heritage Day
Good Friday
Canada Day
Labour Day
Christmas Day
Remembrance Day

19.05 To qualify for recognized Holidays, full-time and part-time Employees must have worked their last scheduled shift immediately preceding the Holiday and the first scheduled shift immediately after the Holiday. For the purposes of this article, employees who are on jury duty, paid bereavement, paid union leave, paid sick, or paid vacation on the shift immediately before or after the Holiday will be entitled to the holiday.

19.06 In the event that an Employee works on Christmas Day or New Years Day, the Employee will be entitled to compensation at the rate of 1.5X the regular rate of pay for all hours worked on the Holiday.

19.07 Temporary Holiday Closure

Notwithstanding Article 19.02, Employees will be required to use their Holiday and/or vacation credits at that time. During a temporary closure for this reason, earned Holiday or vacation credits may be used or time off without pay will be granted.

19.08 In the event that the parties are not able to agree to a time off in lieu of the Holiday, such time will be paid out in the last pay period of the fiscal year.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Personal Leave

Regular Full-Time Employees and Regular Part-Time Employees may apply for a leave of absence without pay outlining their reason in writing to the Executive Director. In determining whether to grant the leave or not, the Executive Director shall

consider the reason for the request, the duration of the requested leave, the effect of the request on operations, Seniority and previously granted leaves.

20.02 With the exception of specified coverage to Employees in receipt of Worker's Compensation Benefits, any Employee on unpaid leave is subject to Article 28 unless otherwise specified in another provision of the Agreement, an Employee on any approved unpaid leave of absence of more than two (2) weeks duration (including education and general leaves) shall accumulate seniority but not benefits under the Collective Agreement effective on the day the period of the unpaid leave (sick leave accumulation, holiday leave, vacation, etc.) begins. The Employee shall be eligible to continue their medical benefits providing the Employee pays all of the premiums for the medical plan.

20.03 Bereavement Leave

- (a) If a death occurs in the immediate family of an Employee when the Employee is at work then the Employee may be granted sick leave or request time from lieu, vacation or Holiday for the remainder of the shift. The Employee would also be entitled to start the three consecutive working days bereavement leave in 20.03 (b) for the remainder of the Employee's shift that day.
- (b) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave with pay for a period, of, three (3) consecutive working days: include the day of the funeral. "Immediate family" is defined as parent sibling or step-sibling, spouse (including common-law spouse, regardless of gender, of more than one (1) year), child, stepchild, ward of the Employee, stepparent, parent-in-law, child-in-law, grandparent or step-grandparent, grandchild or step-grandchild, or a relative permanently residing in the Employee's household or with whom the Employee resides on a permanent basis.

The "in-law" or "step-relative" relationships referred to in this provision shall only be considered immediate family in cases where it is a current relationship at the time of death.

- (c) An Employee shall be entitled to one (1) working day bereavement leave with pay for either the day of the funeral, wake or death of a sibling-in-law, uncle or aunt or niece/nephew.
- (d) The above entitlement is subject to proper notifications being made by the Employee to the Employer.
- (e) In determining bereavement leave, a day shall equal all hours scheduled to be worked by the Employee on the day taken as leave.

- (f) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided the Employee requests the leave in advance and operational requirements permit.
- (g) The employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death to attend the funeral. Notice of the deferral shall be given at the time of the initial bereavement leave.

20.04 Court Leave

Leave of absence without pay shall be given to every Employee, other than an Employee on leave of absence without pay or on suspension, who is required:

- (a) to serve on a jury after having submitted a letter of financial hardship and having the request to be excused on the basis of financial hardship rejected; or
- (b) by subpoena or summons, to attend as a witness in any proceedings held;
 - (i) In or under the authority of court; or
 - (ii) before an adjudicator or umpire or person or persons authorized by law to make an enquiry and to compel attendance of witnesses before it, other than any matter arising from a dispute between the parties to this Collective Agreement (L.R.B, arbitration, etc.); or
 - (iii) before a legislative council, legislative assembly, or committee thereof, that is authorized by law to compel the attendance of witnesses before it.

20.05 Pregnancy, Parental and Adoption Leaves

An Employee who has completed the probationary period shall be entitled to pregnancy/parental leave/adoption leave in accordance with the *Labour Standards Code* and the *Employment Insurance Act*.

20.06 Negotiation Pay Provisions

Representative Employees of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This only applies to time at the bargaining table.

20.07 An Employee who participates in an Ease Back Program or Return to Work Program following a period of WCB shall be paid their regular hourly rate for all times spent at the workplace unless the Employee continues to receive WCB benefits for the time worked.

20.08 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 21 – SICK LEAVE

21.01 Sick leave means the period of time an Employee is absent from work because they are unable to fulfill work obligations due to sickness by virtue of being sick or disabled, confined by a doctor's order, or under treatment of a physician, or medical professional or because of an accident for which workers' compensation is not payable.

21.02 Employees are obligated to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable inquiries to confirm that the Employee is sick and that they are complying with reasonable treatment plans to support their earliest possible return to work.

21.03 The Employer may require any Employee who is off work due to sickness or disability to participate in an independent medical examination and prior to an Employee's return to work, the Employer may require any Employee to attend for an assessment to confirm fitness to resume duty.

21.04 Where, pursuant to this Agreement, the Employer requires an Employee to submit to an independent medical examination or assessment, the Employer shall be responsible for paying these costs.

21.05 An Employee may be required to produce a certificate at the expense of the Employer from a physician, in accordance with the provincial legislation, for any period of absence for which sick leave is claimed by an Employee. If a certificate is not produced, as requested by the Employer, the Employee shall be ineligible to receive pay for the time absent from work, even when sick leave accumulation is available. In the event of long-term absence, a certificate(s) from a physician will be required to cover the entire period for which sick leave is claimed, even where sick accumulation is exhausted.

- 21.06 A Regular Full-Time Employee accumulates sick leave credits at the rate of ten (10) hours for each completed month of service to a maximum accumulation of one hundred and twenty (120) hours annually. Up to one hundred and twenty (120) hours may be carried forward to the next year with a maximum total accumulation of two hundred and forty (240) hours per regular full-time Employee.
- 21.07 A Regular Part-Time Employee accumulates sick leave at a rate of six (6) hours per calendar month with a maximum total of one hundred and twenty (120) hours per regular part-time Employee.
- 21.08 In any case of absence of an Employee due to sickness, the absence shall be reported to their supervisor or workplace as soon as possible.
- 21.09 An Employee who is absent from work due to sickness shall be deemed to use the hours equivalent to the hours they are absent from work.
- 21.10 There shall be no financial remuneration for unused sick leave credits to an Employee who resigns or who is terminated.
- 21.11 Employees with sufficient sick leave credit shall be permitted paid leave of absence of up to thirty-two (32) hours per calendar year debited against sick leave credits in order to attend to medical emergencies where a member of the Employee's immediate family (spouse, parents or children) have become ill in order to make alternate care arrangement where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shift. The Employer may require proof satisfactory to the Employer of the need for the leave.

ARTICLE 22 – STORM DAYS*

- 22.01 The Employer's residential facility does not close due to inclement weather. If an Employee cannot report for work due to a storm or inclement condition, the Employees on duty must remain on shift until their replacement(s) arrive. Employees required to remain beyond the end of their shifts will be paid at appropriate rate (including overtime rates if applicable) or the Employee may, subject to Article 15 choose to have the time added to their lieu bank.
- 22.02 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:
- (a) take the absent time as unpaid; or
 - (b) deduct the absent time from accumulated overtime, Holiday time or vacation; or

- (c) 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.

22.03 When the Employer closes the Green Door, because of inclement weather, Employees will be paid. If employees are unable to report to work, Article 22.02 applies.

ARTICLE 23 – RESIGNATION AND TERMINATION*

23.01 If an Employee desires to terminate their employment, they shall forward a letter of resignation to the Executive Director not less than fourteen (14) calendar days prior to the effective date of termination. The Executive Director may accept a shorter period of notice.

ARTICLE 24 – GRIEVANCE AND ARBITRATION*

24.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the right of the Union to appoint a grievance committee consisting of Employees whose duties shall be to assist any Employee which the committee represents in preparing their grievance in accordance with the grievance procedure.

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

24.03 One member of the Grievance Committee or the Shop Steward shall not leave their place of duty during working hours to process a grievance except when permission has been granted by the immediate Supervisor. Permission will not be unreasonably withheld.

24.04 Definition of a Grievance

A "grievance" shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement which has not been resolved at the informal stage.

24.05 Grievances

- (a) An Employee(s) who feel(s) that they have a complaint shall first discuss the matter with their immediate Supervisor or Designate, no later than five (5) days after the date on which they became aware of the action or circumstance.

- (b) The Supervisor shall answer the dispute verbally within five (5) business days of the discussions.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a grievance and the Supervisor shall be notified accordingly.

24.06 Grievance Procedure

A sincere effort shall be made to settle any grievances fairly and promptly. Employees may have the assistance of a Shop Steward at any step of the grievance procedure. Grievances shall be dealt with as follows:

STEP 1

If the alleged complaint is not settled by the Reply given by the Supervisor at the previous step, the Union, within ten (10) days, shall submit the grievance in writing to the Executive Director or designate. The grievance must state the details of the complaint and the Articles of the Collective Agreement being relied upon, the remedy sought, and the form shall be signed, dated by the Union and Employee (if applicable), and endorsed by the Union. The Executive Director or their representative shall schedule a meeting with the steward and grievor within five (5) days. The Executive Director shall respond to the grievance in writing within ten (10) days of the meeting.

STEP 2

Failing satisfactory settlement being reached at Step 1, if both parties mutually agree, the grievance shall be submitted to the Department of Labour and Advanced Education, Conciliation Services Section for Grievance Mediation. Time limits shall be suspended during this process. Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.

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

24.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the complaint stage may be passed.

24.08 Time Limits

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

ARTICLE 25 – ARBITRATION*

25.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its proposed sole arbitrator. Within ten (10) calendar days thereafter, the other party shall answer indicating the name and address of its proposed arbitrator if the proposed arbitrator is not agreed to. Failure to agree to an Arbitrator will result in the Minister of Labour and Advanced Education appointing one.

25.02 Each party shall pay one-half of the fees and expenses of the Arbitrator.

25.03 A single Arbitrator may be appointed by mutual agreement between the parties.

ARTICLE 26 – COMMITTEES*

26.01 Labour Management Committee

The parties hereto agree to a Joint Labour Management Committee for the purpose of facilitating workplace communications. It is not a forum for negotiations, grievances, or individual Employee matters. The Labour Management Committee shall consist of (2) Employer representatives and two (2) Employees and shall meet at least three (3) times a year, and on such other occasions as may be deemed necessary.

26.02 The option to attend Labour Management Committee meetings, if an Employee is not scheduled to work, is at the discretion of the Employee. If the Employee attends the meeting they will be compensated for the hours in attendance at the meeting at their regular hourly rate. However, if the meeting occurs during working hours and the Employee is working the Employee may be permitted to absent themselves from their regular duties only with prior Employer approval and in the Employer's determination the absence does not impede operations or necessitate calling in of additional staff. Consent to attend will not be unreasonably withheld.

26.03 The parties shall exchange agendas one (1) week prior to the meeting. Minutes of each meeting of the committee shall be prepared and reviewed by the parties as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive copies of the minutes within one (1) week following the meeting.

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

26.05 Occupational Health and Safety Committee

The parties agree to maintain the existing Occupational Health and Safety Committee; which will be comprised of such representatives and responsibilities pursuant to the *Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 27 – TRAINING AND UPGRADING

27.01 Training and Upgrading

Employees who are required by the Employer to attend training or upgrading on their day off, will be compensated at their regular rate of pay for all hours in attendance at training or upgrading. The Employer will make every reasonable effort to hold training or upgrading in Cheticamp. Employees will be paid mileage for any travel required for training held outside of Cheticamp and will be provided a meal allowance if applicable.

27.02 Employer Required Education for Night Shift Workers

The Employer and Union agree that Employees who work night shift may be required to attend required education courses. Those courses are normally held during the regular workday, Monday to Friday.

The Employer and Union agree that no Employee should suffer a loss of wages or benefits while attending such courses. The Employer and the Union also agree that there has to be rest periods for Employees who work night shifts and such, the following will apply:

1. Employees scheduled to work night shift on the night prior or night of a day long course will be given eight (8) hours of time off from their scheduled shift for rest purposes and will be paid their regular rate of pay for the hours in attendance at the required education course. The Employee will be paid the

greater of eight (8) hours or the **total** time spent in attendance at the course.

2. Employees scheduled to work both the night prior and the night of a day long course, the above shall apply and a change of one scheduled shift will be arranged so as to incur no loss of wages.
3. The affected staff will be consulted, and an agreement will be reached on a mutually agreeable change when the schedule is altered in accordance with item 2 above. Alternatively, the affected staff may choose to take the time off and receive compensation from an existing bank including vacation, holiday or lieu for the hours.

ARTICLE 28 – BENEFITS

- 28.01 The Employer will make available to eligible Full-time and Part-time Employees a group basic medical plan and dental plan, membership in which will be subject to plan requirements on eligibility. The cost of the group basic medical plan will be shared by the Employer and Employee sixty-five percent/thirty-five percent (65%/35%) for Employees with more than one (1) year of Service. The cost of the dental plan will be shared by the Employer and Employee fifty/fifty (50%/50%) for Employees with more than one (1) year of service. The Employer has the sole discretion to select the carriers and contain costs but will, consult with the Union prior to selecting a carrier. No grievances arise out of a decision rendered by the carrier. The ability to maintain this plan is conditional on the Employer receiving the level of funding required to make up its contribution from its funder.
- 28.02 All Full-time and Part-time Employees, as a condition of employment, shall enter the medical plan offered by the Employer unless the Employee is covered by another medical plan. The Employer shall notify the Employee when they become eligible for entrance into the Employer's medical plan.
- 28.03 The Employer shall provide a group Registered Retirement Savings Plan (RRSP) for Full-time and Part-time Employees who have been employed for a minimum of three (3) months with the Employer; subject to the eligibility requirements and the terms of the RRSP plan, or in the case of vocational instructors the provision of the Directions Council pension which is mandatory. The Employer's contribution to the RRSP, or pension in the case of instructors, will be five percent (5%) of the earnings of the Employee. The Employee shall match the Employer's five percent (5%) contribution. Employees may opt out of the RRSP if they advise the Employer in writing. All remittances shall be made monthly by the Employer.

The entitlement of Employees to participation in the group RRSP will end effective date of enrollment in the CAAT plan pursuant to Appendix C Retirement Benefit Enhancement. Vocational Instructors will continue to remain in their pension plan.

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

28.05 WCB – Cost Sharing of Pension Contributions

The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) 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.

ARTICLE 29 – LAY-OFF AND RECALL

29.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in an employee's FTE on a permanent or temporary basis. A layoff may be as a result of a shortage of work or funds, the discontinuance of work, renovation of the workplace or the reorganization of work.

29.02 Rights of Employees on Lay-off

No employee outside the bargaining unit shall be employed until all those employees off work as a result of a lay-off have been given an opportunity for recall.

An employee who is on lay-off may indicate their availability to work casual shifts. The Employee will maintain their seniority date when they are added to the Casual list. Working casual shifts shall not affect an employee's recall rights nor shall it constitute a recall.

While on lay-off an Employee shall be eligible to maintain benefits in accordance with the plan eligibility provided that the Employee shall be responsible for both the Employee and Employer portion of the premium. For greater clarity, under the current plan, Employees are eligible to maintain extended group health and dental benefits for a period of six (6) months while on lay off.

No jobs will be posted that are equal to or less than the FTE of an Employee with recall rights until such positions are offered to Employees on recall.

Once an Employee has accepted a position their recall will be exhausted. If an Employee is offered and refuses recall in accordance with Article 29.04, the Employee will lose seniority and employment in accordance with the loss of seniority article 1.01 (a) (v)

29.03 Lay-off and Recall

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of seniority within their work location. However, the Employer will retain sufficient employees in each classification in order to continue to provide competent care for client. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

An Employee who is laid off shall be offered any vacancies that exist at the time of the layoff that are equal in FTE to the employee's position. If there are no vacancies, the Employee shall have the right to accept the lay off or displace the most junior employee in the bargaining unit with an FTE equal to or less than the Employee being laid off in a position that the employee has the ability and qualifications to perform.

Employees who are laid off shall have two (2) working days to notify the employer of which option they are exercising.

29.04 Procedure for Recall and Availability

An employee shall be recalled by telephone followed by email. Employees are responsible for leaving their current email address and telephone number with the Employer.

Subject to ability, experience and qualifications for the position, Employees will be recalled by order of seniority to any position for which the Employee is deemed to be qualified that is equal or less than the FTE of the position held by the Employee at the time of layoff.

If an Employee is being recalled to the same position and schedule that they were laid off from they must accept the recall or their entitlement to recall is ended. However, if the position or schedule is different than the position occupied prior to the layoff, the Employee may make one refusal of an offer of recall. If the Employee is offered a second recall, the Employee must accept the recall or be terminated in accordance with article 1.01 (l) (iv). Notwithstanding article 1.01 (l) (iv) if an employee accepted a Casual position, the employee is not be terminated but recall entitlement will be ended and the employee's status will be as a Casual employee.

29.05 Notification and Notice of Lay-off

Fourteen (14) calendar days written notice of lay-off shall be given to the Union and the employees, except lay-offs which result from emergencies which adversely affect the operation of the facility, and which is beyond the control of the Employer at which time as much notice as possible will be given.

ARTICLE 30 – GENERAL

30.01 No bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the Employer contracting out work.

ARTICLE 31 – WORKPLACE VIOLENCE*

31.01 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 recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

(a) VIOLENCE RISK ASSESSMENT

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

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

(b) WORKPLACE VIOLENCE PREVENTION PLAN

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

(c) TRAINING

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

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

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

(d) EMPLOYEES WHO EXPERIENCE VIOLENCE

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

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

(e) NO REPRISALS

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

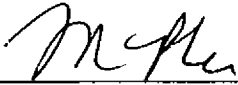
ARTICLE 32 – DURATION AND RETROACTIVITY*

32.01 This Agreement shall be in effect for the period commencing April 1, 2022 and ending on March 31, 2027 and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, three (3) months prior to the expiration date of this Agreement of its intention to terminate or seek amendments to this Agreement. Notice on the Employer from the Union shall be served by the CUPE National Representative in writing by priority post or email to the Executive Director of the Employer. Notice from the Employer to the Union shall be served by the Executive Director in writing by priority post or email to the CUPE National Representative.

Wages for all employees shall be retroactive April 1, 2022 or the date of hire, if later. Employees leaving the employment of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon applying to the Employer in writing within thirty (30) calendar days of the signing of this Agreement.

Signed, Sealed and Delivered at Cheticamp, Nova Scotia this 8th day of July, 2024.

CHETICAMP AREA RESIDENTIAL AND EDUCATIONAL SOCIETY



Witness




Meaghan Paturel
Executive Director

Witness

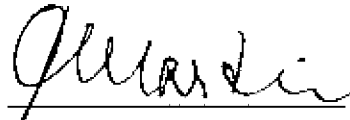
Carlynn Deveau
Administrative Assistant

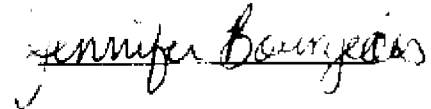
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4896





Joyce Deveau
President, Local 4896





Jennifer Bourgeois

APPENDIX "A" WAGES

VOCATIONAL INSTRUCTORS/RESIDENTIAL COUNSELORS

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

Classification		Expired	Expired	Apr.01-22	Apr.01-22	Apr.01-23	Apr.01-23	Apr.01-24	Apr.01-24	Mar.31-25	Mar.31-25	Apr.01-25	Apr.01-25	Apr.01-26	Apr.01-26
		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
Residential / Vocational Counselors	Start	\$20.3261	\$42,178	\$21.6316	\$42,912	\$21.7933	\$45,343	\$22.4471	\$46,690	\$22.5599	\$46,923	\$23.2361	\$48,331	\$23.7008	\$49,298
	After Year 1					\$22.2361	\$46,136	\$22.9051	\$47,643	\$23.0198	\$47,881	\$23.7104	\$49,318	\$24.1645	\$50,308
	After Year 2					\$22.6921	\$47,199	\$23.3729	\$48,615	\$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					\$23.6275	\$49,145	\$24.3254	\$50,620	\$24.4581	\$50,873	\$25.1918	\$52,399	\$25.6956	\$53,447

Retroactive Pay: Wage rates for all Employees shall be retroactive to April 1, 2022 or the date of hiring if later. Employees leaving the employment of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within thirty (30) days of the signing of this Agreement.

Non-CCA / Probationary Employees

Classification		Expired	Expired	Apr.01-22	Apr.01-22
		Hourly Rate	Approx. Annual Rate	Hourly Rate	Approx. Annual Rate
Non-CCA/Probationary Employees	Regular Rate	\$14.3525	\$29,853	\$14.5678	\$30,301

NOTE: This classification is eliminated and that employees will effective April 1, 2023 be hired as Residential / Vocational Counselors

APPENDIX "B"

SENIORITY LIST

The Employer and the Union agree that a Seniority List shall be prepared and posted no later than March 31st of each calendar year. The Seniority List will be sent to the Union for review. Within thirty (30) days, an Employee shall have the right to grieve their position on the Seniority List.

In the event more than one Employee commences work on the same date, their order on the Seniority List shall be determined by the last three (3) numbers on their Social Insurance Number. The lower Social Insurance Number shall be first in line on the Seniority List.

APPENDIX "C"

MEMORANDUM OF AGREEMENT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4896

AND

CHETICAMP AREA RESIDENTIAL AND EDUCATIONAL SOCIETY

Retirement Benefit Enhancements

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

Registered Retirement Savings Plans

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

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

- April 1, 2024 or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).
- April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).
- March 31, 2026 the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).

APPENDIX "D"

MEMORANDUM OF AGREEMENT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4896

AND

CHETICAMP AREA RESIDENTIAL AND EDUCATIONAL SOCIETY

Volunteer Activities at CARES

The parties acknowledge and agree that no employees will be required to volunteer their time for CARES functions. All employees will be compensated in accordance with the collective bargaining agreement for all work performed.

However, the parties acknowledge that CARES is a not-for-profit organization that occasionally participates in fundraising and other community-based activities.

The parties recognize that Employees are also members of the community and that Employees may choose to participate in fundraising or other activities as volunteers and these activities are not bargaining unit work and no Employee is required to participate in these activities.

As an example, CARES has participated in a radio-based bingo as a fundraiser in which CARES provided volunteers to assist in the bingo. This is not bargaining unit work and not work that will be scheduled or required of bargaining unit members.

Assistance at this event has been provided by volunteer board members and other volunteers including non-unionized staff. The practice had arisen that when members of the bargaining unit volunteered for bingo that they were paid at their regular rate of pay for the time period. This practice will cease immediately. In the future, even if an honorarium is offered to volunteers, it is recognized that this is not bargaining unit work and no Employee in the bargaining unit can be scheduled to perform this work.

Nothing herein prevents any Employee of CARES from volunteering for any fundraising or community activity if the Employee chooses to volunteer. The Employer will advise the Union when Employees are volunteering and the nature of the volunteer work.

APPENDIX "E"

MEMORANDUM OF AGREEMENT

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4896

AND

CHETICAMP AREA RESIDENTIAL AND EDUCATIONAL SOCIETY

Discussion on overnight or extended excursions

Whereas the parties recognize the importance of the role of CARES in supporting the quality of life of their residents and participants of the Green Door including encouraging and supporting residents in their activities;

And whereas residents and participants of the Green Door may have opportunities for participation in activities or excursions that may involve overnight or extended travel outside the resident's regular residence;

And whereas the employer recognized the importance of compensating staff involved in supporting residents in a reasonable manner;

The parties agree as follows:

- Within 30 days of date of signing of the collective agreement the parties agree to discuss different scenarios and options for compensation for staff, or alternative arrangements that could be made to support residents in their desire to participate in overnight or extended excursions.
- The purpose of discussions is to develop guidelines on how to schedule and compensation staff for excursions or activities that may exceed regularly scheduled work days.
- The parties agree to seek input from other sources including but not limited to:
 - Other facilities providing similar services
 - Government