



Collective Agreement

between

STEPS ON ARTHUR SOCIETY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4536**

(April 1, 2022 - March 31, 2027)

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THIS AGREEMENT MADE THIS 3 DAY OF OCTOBER, 2024, A.D.

BETWEEN:

STEPS ON ARTHUR SOCIETY
hereinafter referred to as the "Employer",

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
hereinafter referred to as the "Union",

Party of the Second Part

PREAMBLE

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and other matters as contained in this Agreement;
- 3) To encourage efficiency in operations;
- 4) To promote the morale, well-being and security of all Employees in the bargaining unit;
- 5) To encourage and promote the development of an accessible, affordable quality of Service which supports the objective of Steps on Arthur to provide accessible and individualized vocational and life skills training to persons with an intellectual disability in their community, respectful of the dignity, needs, and rights of clients, consistent with the philosophy of the organization and supported by community resources and the delivery of quality business Services to customers;
- 6) To promote and support Service for vulnerable persons with an intellectual disability which is respectful of their dignity, needs, and rights.

It is now desirable that this Collective Agreement describes methods of bargaining, working conditions of the Employees and conditions of employment.

ARTICLE 1 – DEFINITIONS

- (a) "Call Back" means a period of work during which Employees who are on a regularly scheduled day off are called back to work by the Employer. Call Back does not include extra shifts assigned to Employees or extra hours of work assigned as part of an Employee's regular duties; nor does it include circumstances where the Employee leaves the workplace with an expected return time the same day.
- (b) "Casual Employee" means an employee other than a "Regular Full-time", "Regular Part-time" or "Term Employee" and is not regularly scheduled by the Employer, although may be scheduled as required **and who is in the bargaining unit.**
- (c) "Day" means, for the purposes of calculating vacation, wellness, sick leave, or other leaves, an accumulator of seven and one-half hours (7.5) or a calendar day as the context requires.
- (d) "Employee" means a person who is included in the bargaining unit and who is employed as an Instructor with the Employer at 168 Arthur Street, Truro, Nova Scotia.
- (e) "Employer" means the incorporated non-profit society operating under the name of Steps on Arthur Society.
- (f) "Grant Employee" means one who is paid by and appointed under a government sponsored work program or primarily funded by a source other than the Employer for a specific purpose or program, and who is not in the bargaining Unit. The provisions of this Agreement do not apply to grant employees. If required as part of a grant application process, the Union will provide the Employer a letter of support to employ Grant Employees.
- (g) "Management" means those staff delegated by the Employer to act on its behalf including the Executive Director, Financial Administrative Manager, Operations Manager, Operation Support Manager, Off-site Manager, confidential employees and other positions as designated by the Trade Union Act, R.S.N.S. 1989, c.475, s.2(2)(a).
- (h) "Probationary Employee" means one who has not completed the required nine hundred seventy-five (975) hours probationary period.
- (i) "Regular Full-time Employee" means one who has completed the probationary period and who occupies a permanent full-time position within the bargaining unit.
- (j) "Regular Part-time Employee" means one who has completed the probationary period and who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who occupies a regular part-time bargaining unit position.
- (k) "Service" means the total accumulated months of active employment

with the Employer and does not include periods of unpaid leaves of absence.

(l) "Term Employee" means an employee hired by the Employer on a term basis for more than one hundred and eighty (180) or more continuous calendar days for the purpose of filling a temporary vacancy or temporary job who may not work in excess of twelve (12) months except with the express written consent of the Union and is subject to the terms and conditions provided for in the agreement. Term employees shall be entitled to all the rights and privileges of this agreement with the exception of the following articles: Article 20 - Seniority, Article 22 - Leave of Absence, Article 24.01 - Group benefits and Article 26 - Pension Plan. Where a Term Employee is appointed to fill a parental/pregnancy leave as defined by the Labour Standards Code, the Union is deemed to consent to a seventy-seven (77) week term provided the Employer has been notified of this length of leave by the Employee.

(m) "Union" means the Canadian Union of Public Employees, Local 4536.

1.01 For the purpose of this Agreement benefits for Part-time Employees covered by this Agreement will be limited to those specifically provided to such Regular Part-time Employees in this Agreement.

1.02 In this Collective Agreement, reference to the feminine includes the masculine and reference to the singular includes reference to the plural, and vice versa, unless, in either case, the context requires otherwise.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management and direction of Employees, operations and services is 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 a grievance. All functions, rights, powers, prerogatives, 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. Without limiting the generality of the above, these rights include, but are not limited to, the right to:

(a) hire, classify, transfer, direct, reprimand, suspend, discharge or otherwise discipline;

(b) determine the work requirements, responsibilities and standards of work to be performed;

(c) specify assignments for Employees;

(d) expand, reduce, alter, combine, transfer or terminate any function or Service which may be performed by members of the bargaining unit;

- (e) determine the size and composition of the workforce according to the needs of the Employer;
 - (f) make or amend policies, procedures and practices and other rules, regulations and practices to be observed by Employees governing their conduct and to ensure that Employees are properly notified in regard to same;
 - (g) maintain order and efficiency;
 - (h) take whatever action is either necessary or advisable or to determine, manage and fulfil the mission of the Employer and also to direct its Employees.
- 2.02 The Employer's failure to exercise any right, prerogative or function or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in such other way not in conflict with the express provisions of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the bargaining agent for the Regular Full-time Employees, Regular Part-time Employees and Casual Employees of the Employer at 168 Arthur Street, Truro, Nova Scotia excluding Management and those persons excluded by paragraphs 2 of section 2 of the Trade Union Act and by agreement of the parties excluding Grant Employees.
- 3.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which conflicts with the terms of the Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and Union agree that there shall be no discrimination by either party of any Employee by reason of any prohibited grounds of discrimination as outlined in the Nova Scotia Human Rights Act, R.S.N.S. 1990, c. 214.
- 4.02 In the event that mandatory retirement as outlined in Clause 4.01 is found not to constitute a bona fide occupational requirement and an Employee works past the age of 65, any access to benefits or legislative protection (including but not limited to extended health, LTD, pension, workers' compensation and occupational health and safety) will be provided to the Employee with the permission of any required third party or as permitted by legislation to allow an employee to participate in benefits or receive the

benefit of legislation past the age of 65. If provision of a benefit is allowed but is deemed to be cost-prohibitive by the Employer, the Employer shall contribute to the cost of benefits an amount equal to what was contributed for the Employee prior to his/her 65th birthday. The Employee will be responsible for any additional premium levied due to age. All Employees shall indemnify the Employer with respect to any claims against the Employer relating to benefits not provided to the Employee by a third-party after the Employee has reached the age of 65.

- 4.03 The Parties agree that when an Employee seeks an accommodation on the grounds of disability, she/he has 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 her/his 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.
- 4.04 The Employee, if requested to do so by the Employer, will attend an independent medical examination. 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.
- 4.05 The Parties agree that, in circumstances of an Employee's request for accommodation, the three Parties, consisting of the Employer, the Union and the Employee, are obliged to cooperate throughout the processes required in determining if accommodation is required and finding an accommodation. In the event that 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 constitutes undue hardship, although they agree that the Employee's failure to cooperate with reasonable efforts of the Employer or Union is deemed to be an undue hardship.

ARTICLE 5 - UNION DUES

- 5.01 The Employer shall deduct from every Employee any dues, initiation fees, levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee.
- 5.02 Deductions shall be made on a bi-weekly basis. The Local Union shall indicate to the Employer the amount to be deducted. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Street, Ottawa, Ontario K1G 0Z7 not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, status and

classifications of employees from whose wages the deductions have been made. A copy shall be provided to the Recording Secretary of Local 4536.

- 5.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall enter on the slips the amount of union dues paid by each Union member in the previous year.
- 5.04 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 it relates to check off.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

- 6.01 As a condition of employment all Employees shall become and remain members in good standing of the Union within thirty (30) days of satisfying the probationary period.
- 6.02 During the term of this Agreement, the Union agrees that no Employee shall strike, picket, or engage in a work slowdown or stoppage of the Employer and the Employer agrees that there shall be no lockout of Employees.

ARTICLE 7 - UNION ACTIVITY

- 7.01 The Union shall notify the Employer in writing of the names of its local stewards and executive.
- 7.02 Subject to receipt of their supervisor's approval, local Union stewards may be entitled to leave their work, without loss of pay during working hours, in order to carry out their functions under this Agreement, which are limited to the processing of complaints or grievances. 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 his/her duties to the Employer. Stewards will report to their supervisors prior to returning to their duties.
- 7.03 The Union agrees to keep the Employer informed of its current list of shop stewards, executive, and business representatives and shall within five (5) Days of any change deliver to the Employer, in writing, their names, addresses and telephone numbers.
- 7.04 Subject to prior Employer approval, and provided that, in the Employer's opinion, the visit does not interfere with the progress of the work, the business representative of the Union may have access to the Employer's head office premises to discuss Union business with the Employer.
- 7.05 The Union shall have the right to have the assistance of the National Servicing Representative assigned to Local during any dealings with the Employer.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.01 (a) All new employees shall serve a probationary period of nine hundred and seventy-five hours (975). During this probationary period the probationary employee's employment may be terminated at the sole discretion of the Employer at any time during this period without recourse to the grievance procedure except that a grievance may be filed if there is an alleged violation of the no discrimination Article. If there is a grievance of a probationary employee alleging a violation of Article 4.01, the onus is on the Union to present the case first and discharge the initial onus.
- (b) The Employer may, before the expiration of the employee's initial **nine** hundred and seventy-five (975) hours probation period, extend the probation period for a period not to exceed four hundred, eighty-seven and one-half hours, (487.5) with agreement of the Local. The Employer shall notify the employee and the Union prior to the expiry of the probationary period setting out the reason(s) for the extension. After successful completion of the probationary period, seniority shall be effective from the original date of employment.
- (c) An Employee shall have no Seniority rights during the initial or extended probationary period and the dismissal, discipline or termination of a probationary Employee may only be grieved to the level of Step 2 under Article 18.

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the Union and the Employer or executive director on matters directly affecting the Union and Management arising out of the Agreement or incidental thereto, shall pass to and from the Employer or executive director and the recording secretary of the Union.
- 9.02 Copies of Agreement - The Union and the Employer agree to share equally in the cost of reproducing the Collective Agreement. The steward or representative will provide all new employees with a copy of the Collective Agreement.
- 9.03 New Employees - The Employer agrees to advise a new employee that a Collective Agreement is in effect.
- 9.04 All postings or advertisements for bargaining unit positions will confirm that a Collective Agreement is in place.
- 9.05 When an Employee is eligible to join the bargaining unit, the Employer will introduce the employee to their Union President or designate.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

- 10.01 An Employee who has completed his/her probationary period may be disciplined, suspended without pay, or dismissed, but only for just cause.

10.02 Where an Employee is suspended without pay or discharged, the Employer shall, within ten (10) working Days of the meeting advise the Employee of the suspension or discharge, also notify the Employee in writing stating the reason for the suspension or discharge.

Where an Employee is required to attend a scheduled disciplinary meeting with the Employer, prior to such meeting, the Employer shall advise the Employee that she has the right to be accompanied by an available Shop Steward or other representative of the Union.

10.03 The Employer shall give notification to the Union at the same time the Employee is suspended without pay or discharged.

10.04 The Employer may, at any time, post rules of work and the postings shall be deemed to be notice to all Employees. Breach of such rules may be basis for discipline up to and including discharge.

10.05 The Employer supports a system of progressive discipline except in the case of serious offences including but not limited to proven client abuse or neglect, failure to report client abuse or suspected client abuse, theft or damage of property, intoxication or being under the influence of drugs while on duty, and conviction for a serious criminal offence. In such cases, the Employer has deemed cause for termination. The standard of proof is the balance of probability.

ARTICLE 11- HOURS OF WORK

11.01 The normal hours of work for Regular Full-time Employees shall be nineteen hundred and fifty (1950) paid hours and one hundred and thirty (130) unpaid hours per year.

11.02 The work week shall consist of seven (7) Days beginning immediately after midnight on Saturday and ending at midnight on the following Saturday.

11.03 The Employer shall post the work schedule four (4) weeks in advance.

11.04 Changes to the work schedule after its posting may be made after advising the Employees concerned as soon as is reasonably possible.

11.05 Full-time instructors average thirty-seven and one half (37.5) paid hours of work and two and one half (2.5) unpaid hours for meal break. When the regular full- time workday is 7.5 hours or more it will include two (2) fifteen (15) minute paid breaks and exclude a one thirty (30) minute unpaid lunch break.

11.06 A day is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day.

11.07 The Employer shall ensure that no Regular Full-time Employee is scheduled to work on more than five (5) consecutive Days in a two (2) week period without at least two (2) consecutive Day off between any stretch of five (5) Days during which an Employee is required to work unless the Employer and Employee mutually agree otherwise.

11.08 It is the sole responsibility of the Employer to schedule the hours of work of the Employees as long as it does not contravene the express requirements of this contract.

ARTICLE 12 - OVERTIME

12.01 Overtime is defined as time worked by a Regular Full-time Employee with the authorization of the Employer, in excess of regularly scheduled hours of work.

(a) Compensation rates for Employees for Overtime hours shall be straight-time time off in lieu for all hours in excess of the Employee's regularly scheduled hours of work.

(b) Compensation rates for Employees for Overtime hours shall be:

i. Straight time for hours up to forty-eight (48) per week (total of scheduled hours and casual hours)

ii. Time and one-half (1.5) the regular rate of pay for hours worked in excess_ of forty-eight (48) hours per week (total of scheduled hours and casual hours).

12.02 Compensation for Overtime may be in the form of time off or pay, as mutually agreed between the Employee and the Employer. If the time off is elected, such time shall be granted at the discretion of the Employer.

12.03 Employees may carry an overtime bank to a maximum of seventy-five (75) hours. Any hours over seventy-five (75) shall be paid out.

12.04 The Union is entitled to consult with the Employer or its representative whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

12.06 An Employee must work at least fifteen minutes (15) beyond his/her normal shift before being eligible for Overtime compensation.

12.07 In computing Overtime, a period of thirty (30) minutes or less shall be counted as one-half (.5) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

12.08 Compensation shall be paid only to Regular Full-Time Employees who are called back to work ("Callback") outside of their regularly scheduled hours of work and shall not be paid to Regular Part-Time Employees. In order for a

Regular Full-Time Employee to receive compensation for Callback, s/he must have been ordered to attend at the workplace by the Employer and have attended at the workplace. The Employer at its sole discretion shall determine the duration of the Callback and direct the Employee's duties during the Callback. Compensation for Regular Full-Time Employees for Callback for time worked up to three (3) hours shall be paid as three (3) hours at the Regular Full-Time Employee's prevailing rate and this pay is in lieu of Overtime and shall not attract any additional compensation whatsoever pursuant to this Article. Compensation for Regular Full-Time Employees for Callback in excess of three (3) hours shall be paid in accordance with the Overtime provisions of Article 12. Callback does not apply to lunch, or the time worked before or after but contiguous to a shift.

12.09 If overbooking occurs and an Employee arrives at work due to a scheduling or call in error by the Employer, the Employee shall be assigned work for the total shift unless the Employee elects to return home without pay.

12.10 (a) The Employer shall provide and fund any Employer required training/ education for an Employee.

(b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Employee.

(c) If the Employer permits, an Employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.

(d) The Employee shall be reimbursed for authorized costs related to registration fees, textbook costs and fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

ARTICLE 13 - PAY PROVISIONS

13.01 The Employer agrees to pay the salary and wages as set out in Schedule "A", by direct deposit on a bi-weekly basis.

ARTICLE 14 - VACATIONS

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

14.02 Full-time Employees shall earn vacation with pay at the following rates:

(a) point eight three (.83) Days per month of Service, to a maximum of 10 Days during the first year of full-time Service;

(b) After one year Service, one and one-quarter (1.25) Days per month, to a maximum of fifteen (15) Days per year;

- (c) After five (5) years' Service, one and two-thirds (1.67) Days per month, to a maximum of twenty (20) Days;
 - (d) After seventeen (17) years' Service, two point zero eight (2.08) Days per month, to a maximum of twenty-five (25) Days;
 - (e) After twenty-five (25) years' Service, two point five (2.5) Days per month, to a maximum of thirty (30) days.
- 14.03 For the purpose of calculating vacation one (1) day is the equivalent of the full time hours in the position worked divided by the number of working days in a full time position.
- 14.04 Probationary employees may take vacation with the prior written approval of the Executive Director, provided that the Probationary Employee has accrued vacation leave and has requested vacation leave in writing and the same has been granted in writing.
- 14.05 Regular Part-time Employees with less than four (4) years of continuous Service shall receive four percent (4%) vacation pay on wages earned during each pay period, unless Employee requests that it be accumulated. Regular Part-time Employees continuously employed for four (4) or more years shall earn vacation pay based upon 6% of his/her earnings for the year. Vacation pay shall accumulate and be paid to the Employee at the time she/he takes vacation, or paid to the Employee at a specified date, twice per year.
- 14.06 Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned and cannot be carried forward. The Employee shall advise the delegated official in writing of his/her vacation preference as soon as possible for the following vacation year but before March 31st and August 31 in each year. An employee shall be permitted to carryover five (5) days' vacation to the next vacation year (provided they have not taken any unpaid leave during the periods of mandatory closure at Christmas) and must advise the Employer's delegated official of the days that s/he will be using the five (5) days no later than March 31. This carryover must be used within the first three (3) months of that vacation year.
- 14.07 An Employee, upon his/her separation from the Employer shall be compensated for vacation leave, which s/he has not taken but was entitled to take. An Employee, upon his/her separation from the Employer; shall compensate the Employer for vacation which was taken but which s/he had not earned. The equivalent dollar amount for vacation taken will be deducted from the Employee's final pay.
- 14.08 Bereavement Leave During Vacation - Where an Employee qualifies for Bereavement leave during his/her period of vacation there shall be no deduction from vacation entitlement for such absence. The period of vacation

so displaced shall be added either to the vacation period or reinstated for use at a later date.

- 14.10 No Employee shall be required to work during a scheduled vacation period.
- 14.11 Employees may choose to use vacation time or any other banked time or take the time off without pay, during the Christmas shutdown. The Employer shall be notified of each employee's choice.
- 14.12 **Unbroken Vacation Period**

Where operational requirements permit and where the employee has accrued sufficient vacation credits, the Employer shall make a reasonable effort to grant to an employee's request for vacation time off in a single unbroken period of leave, except that the Employer shall not be required to grant in excess of two (2) weeks during the months of July and August.

ARTICLE 15 - HOLIDAYS

- 15.01 For Regular Full-time Employees the following shall be paid Holidays:

New Year's Day	Labour Day
Heritage Day	Truth & Reconciliation Day (Sept 30)
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

Additional holidays declared as statutory holidays shall be added to this clause if and when they are declared.

- 15.02 Where a statutory Holiday falls on an Employee's scheduled Day off, the Employee shall receive another Day off with pay at a time that is mutually agreed between the Employer and Employee and where this is a Saturday or Sunday, the Holiday shall be taken on the next usually scheduled working day or days.
- 15.03 Work on a Holiday--Where an Employee's regularly scheduled Day of work falls on a Holiday, the Employer shall with the mutual consent of the Employee endeavor not to require the Employee to work on that Day by granting the eight (8) hours off with pay. However, should an Employee be required to work on the holiday the Employer shall pay the Employee time and one-half (1.5) the Employee's hourly rate, and the Employee shall have an additional eight (8) hours' time off rescheduled at a time mutually agreed between the Employee and Employer.
- 15.04 An Employee shall be entitled to paid Holidays providing she/he has worked her/his scheduled working Days immediately preceding and immediately following the Holiday, unless she/he was on an approved leave of absence or was otherwise directed to be absent.

ARTICLE 16 - LABOUR MANAGEMENT COMMITTEE

- 16.01 The parties hereto agree to a joint labor management committee (LMC) for the purpose of facilitating workplace communications. The committee shall consist of at least two (2) Employer representatives and two (2) Union representatives.
- 16.02 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The LMC may discuss issues within the workplace; however, the LMC shall not negotiate, renegotiate, amend or alter any terms of this Collective Agreement. The LMC may make non-binding recommendations to the Union or Employer. The LMC 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.
- 16.03 Meetings of Committee - The LMC shall meet at least quarterly at a mutually agreeable time. Where circumstances warrant, extra LMC meetings may be held by mutual consent. LMC members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees attending during regular work hours shall not suffer any loss of pay for time spent with this LMC. The option to attend LMC or occupational health and safety committee meetings, if an Employee is not scheduled to work, is at the discretion of the Employee and such attendance at the meetings will be without pay.
- 16.04 Chairperson of the Meeting-The LMC shall be chaired on a rotating basis with the Union appointing the chair for the first meeting. Thereafter the chair will rotate between the Union and the Employer.
- 16.05 Minutes of Meeting - Minutes of each meeting of the LMC shall be prepared by a mutually acceptable secretary. The secretary may be chosen from among the members of the LMC or the parties may agree to a rotating secretary. Minutes and agenda shall be circulated to members of the LMC at least two (2) days prior to the next regularly scheduled LMC meeting.

ARTICLE 17 - JOB POSTING

- 17.01 When a new position is created or when a vacancy of **four (4)** months or more occurs, the Employer will post notice of the position or vacancy for seven (7) Days. Non bargaining unit positions are not subject to the posting provisions of the Collective Agreement. However, when the Employer seeks to competitively fill a non-bargaining unit position, it will as a courtesy, provide written notice of the vacancy to bargaining unit Employees.
- 17.02 Internal and external applicants will be concurrently considered.

- 17.03 On job postings, all candidates for the position who meet the stated qualifications will be assessed on the basis of qualifications, skills and abilities. The Employer will select the most qualified applicant. When the overall assessment is relatively equal as between the most qualified applicants, seniority shall prevail.
- 17.04 The successful applicant for transfer or promotion to a new or vacant position shall be given a trial period for three (3) months in the new position with the ability to extend a further three months.
- 17.05 If the successful applicant for promotion to a new or vacant position is a newly hired employee s/he shall be subject to the probationary provisions of Article 8.
- 17.06 Subject to Article 8, if the successful applicant proves unsatisfactory during this trial period, she/he shall be returned to her//his former or a similar position and salary without loss of seniority or other benefits. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to her/his same or similar position and salary without loss of seniority or other benefits. At the end of the trial period, the promotion or transfer shall become permanent. In implementing the rearrangement of positions, no job postings shall be required.
- 17.07 Job postings may state preference of sex for the purpose of personal care and role modeling for client.

ARTICLE 18- GRIEVANCE PROCEDURE

- 18.01 A grievance shall be defined as a violation or alleged violation of the administration or application of this Collective Agreement. Every grievance shall be processed in accordance with the grievance and arbitration procedures as follows:

Informal

Where an Employee has a grievance, the Employee shall, within five (5) working days of the occurrence of the incident, giving rise to the grievance, first discuss the matter with the Employee's Operation Manager that the Employee has a grievance and will discuss the matter. The supervisor shall provide the Employee with a written answer within five (5) working days of the discussions, unless the Union agrees to extend the time limit.

Where the dispute cannot be settled by the informal procedure, it shall be deemed to be a "grievance" and to proceed to the formal grievance/arbitration procedure.

- 18.02 Grievances will be dealt with in the following manner:

When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance", and the grievance shall be submitted in writing, outlining the Article violated, facts in support of grievance and the remedy sought.

Step I: If the steward is not satisfied with the decision of the immediate supervisor, the steward may, within five (5) working Days of receiving the decision of the immediate supervisor, present the grievance in writing to the executive director. If the steward does not receive satisfactory settlement within five (5) working Days from the date on which the grievance was presented, the steward may proceed to Step II.

Step II: Within ten (10) working Days from the expiration of the last five (5) Day period referred to in Step I the steward may, if the decision of the executive director under Step I is not acceptable to the steward, submit the grievance in writing either by personal service or registered mail to the personnel committee of the board of directors, the steward must receive a written reply or satisfactory settlement of the grievance within ten (10) working Days from the date on which the grievance was received by the personnel committee, and if she/he does not, the steward may refer the grievance to arbitration as provided hereof within fifteen (15) working Days from the date on which the steward received the response from the personnel committee.

18.03 Subject to the mutual agreement in 18.04, time limits in this grievance procedure are mandatory and failure to meet the timeliness requirements shall be deemed conclusively to constitute a withdrawal and abandonment of the grievance.

18.04 At the request of either party to this Agreement, it may be mutually agreed to extend the time limit specified herein.

18.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized Holidays shall be excluded.

18.06 Where an Employee alleges that she/he has been suspended without pay for more than one shift or discharged contrary to Article 10.01, she/he shall lodge his/her grievance at the second stage of the grievance procedure.

18.07 The Union shall have the right to file grievances on behalf of a group of employees or a Union grievance on behalf of the Local.

ARTICLE 19 - ARBITRATION PROCEDURE

19.01 Where a grievance is to be referred to arbitration, the parties shall proceed by way of a board unless there is mutual agreement to proceed by way of a single arbitrator.

- 19.02 If within seven (7) Days of the request for arbitration, the parties have not agreed that a single arbitrator should decide a matter, it shall be dealt with by an arbitration board.
- 19.03 Where the parties agree to refer a grievance to arbitration and agree to proceed by way of a single arbitrator, the parties will attempt to agree on a single arbitrator and if after thirty (30) Days they are unable to do so, the parties will refer the appointment to the Minister of Labour.
- 19.04 Where the parties are referring a matter to a three (3) person board they shall proceed as follows:
- (a) The party which has requested arbitration shall indicate the name of its appointee to the board.
 - (b) The other party name its appointee within seven (7) working Days.
 - (c) The two appointees shall select a chairperson by mutual agreement.
- 19.05 In the event the appointees are unable to agree upon the chairperson, within thirty (30) calendar Days, then the chairperson shall be appointed by the Minister of Labor for Nova Scotia.
- 19.06 The board may determine its own procedure in accordance with the Trade Union Act and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) Days of its first meeting.
- 19.07 The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson is to be the decision of the board. The decision of the arbitration board shall be binding, final and enforceable on the parties. The board shall have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, the board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- 19.08 (a) Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the Trade Union Act. Should the arbitrator's cost exceed the tariff prescribed by the Act, the top-up will be shared equally between the parties.
- (b) Where the matter has been dealt with by the arbitration board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the chairperson, as provided in Section 43 of the Trade Union Act.
- 19.09 The provisions for this article are mandatory and failure to meet the timeliness requirements shall be deemed conclusively to constitute a

withdrawal and abandonment of the grievance.

ARTICLE 20 - SENIORITY

- 20.01 (a) Seniority for Employees in the bargaining unit at the time of the signing of this Agreement shall be on the basis of classification and defined as the length of continuous Service in the employ of the Employer and it shall be computed from his/her first day of employment unless broken as set out in clause 20.03.
- (b) Seniority for all Employees in the bargaining unit who are hired after the date of the signing of this Agreement shall be defined on the basis of classification and defined as the length of Service in the bargaining unit.
- 20.02 After completion of the probationary period seniority shall be effective from the date of hiring.
- 20.03 Seniority shall be considered broken only under the following events:
- (a) she/he is discharged and is not reinstated; or
 - (b) she/he quits or resigns and does not withdraw the resignation within twenty-four (24) hours;
 - (c) the Employee fails to return to work within five (5) calendar Days following a lay-off, after having been advised by registered mail, directed to the last known address, to do so, unless through sickness supported by a medical certificate or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of her/his current address;
 - (d) she/he is laid off for a period of longer than one (1) year.
 - (e) an Employees accepts a permanent position outside of the bargaining unit and has successfully completed probation and been declared permanent.
- 20.04 (a) A seniority list shall be established by the Employer for all Employees in the bargaining unit, showing the name and seniority date for each Employee. The seniority lists will be updated if required every twelve (12) months, and each revision will be place on the bulletin board in the workplace in January of each new year and sent to the Union.
- (b) Any Employee may, upon reasonable notice, require the Employer to provide him/her with his/her length of seniority at any time.
- (c) If two or more Employees are hired on the same day, the actual time of their hiring shall determine their seniority ranking.

ARTICLE 21- BEREAVEMENT LEAVE

- 21.01 (a) If a death occurs while an Employee is at work, the Employee shall be granted bereavement with pay for the remainder of the Employee's shift for that Day. This shall not be considered one of the Employee's entitled days.
- (b) Immediate Family: If a death occurs in the immediate family of a Regular Full-time or Regular Part-time Employee (i.e. spouse, common-law spouse, same sex partner, father, mother, guardian, sister, brother, step-brother, step-sister, son, daughter, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law or any relative living on a full time basis in the home of the Employee, the Employee shall be granted a maximum of five (5) consecutive Days bereavement leave commencing immediately after the date of the death or Employee receiving notification of the death. In some cases, a burial or service occurs at a later date in which case the Employee shall be granted four (4) consecutive Days bereavement leave and one (1) Day for the burial or internment service.
- (c) Extended Family: In the event of a death of a Regular Full-time or Regular Part-time Employee's grandparents, grandchild, step-grandchildren, step-grandparents, the Employee shall be granted three (3) consecutive Days bereavement leave.
- (d) In the event of a death of a Regular Full-time or Regular Part-time Employee's aunt or uncle, niece or nephew the Employee shall be granted up to one (1) day off without loss of pay to attend the funeral.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 Two (2) representatives of the Union shall be provided leave without pay and without loss of benefits while involved in contract negotiations.
- 22.02 Upon written request, subject to the operational requirements of the Employer, any Employee elected or appointed to represent the Union at convention, or to attend meetings of CUPE, its affiliated or chartered bodies, shall be eligible for leave of absence The Employer agrees to continue the pay and benefits for employees off on Union leave and send a bill to the Secretary Treasurer of the Local for reimbursement. The Union shall reimburse the Employer within thirty (30) days of receiving the bill.
- 22.03 Leaves shall be granted in accordance with the provisions of the *Labour Standards Code*, R.S.N.S. 1989, c. 246 and the *Employment Insurance Act*, S.C. 1996, c. 23 unless the leave has been otherwise dealt with under this Agreement.

22.04 Leave for Parent of a Critically Ill Child

Employees shall be granted Leave for Parent of a Critically Ill Child in

accordance with the *Labour Standards Code* of Nova Scotia.

22.05 Domestic Violence Leave

Employees shall be granted Domestic Violence Leave in accordance with the *Labour Standards Code* of Nova Scotia.

ARTICLE 23 - SICK, FAMILY, EMERGENCY & COMPASSIONATE CARE LEAVES

- 23.01 (a) Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, or for any injury and/or illness related appointment, or because of an accident for which compensation is not payable under the Workers' Compensation Act, S.N.S. 1994-95, c.10.
- (b) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if s/he is not otherwise receive pay for that Day, and providing s/he has sufficient sick leave credits.
- (c) Reporting absence due to sickness: In any case of absence due to sickness, the absence shall be reported by an Employee to his/her supervisor/work at least one-half (1/2) hour before the start of a Day shift and at least four (4) hours before the start of an evening or night shift.
- (d) When sick leave is used to attend a medical appointment, sick leave shall be calculated on a half-hourly basis for the time absent. Employees will schedule routine medical appointments outside of working hours whenever possible. The Employee shall provide his/her supervisor notice of the use of sick leave to attend a medical appointment as soon as the appointment is scheduled or provide as much advance notice as possible if the appointment is made on an emergency or call-in/cancellation basis.
- 23.02 An Employee may be requested to produce proof satisfactory to the Employer that s/he was unable to carry out his/her duties due to illness. The Employer will comply with the application provisions of the Patient Access to Care Act.
- 23.03 The Employer may require any employee to submit to medical examination prior to a return to work to confirm fitness to resume duty.
- 23.04 Earning Sick Leave:
- (a) Full-Time Employees, upon completion of their probationary period, shall accumulate sick leave with pay at the rate of one and a quarter (1.25) Days per month worked to a maximum accumulation of one hundred twenty (120) Days of sick leave.
- (b) Part-Time Employees, upon completion of their probationary period, shall accumulate sick leave on a pro-rated basis up to a total accumulation of ninety (90) Days of sick leave.

- 23.05 (a) Family Leave - In the case of illness of any Employee's immediate family member (meaning spouse—including common law spouse, regardless of gender, of more than one (1) year; son; daughter; sibling, father or mother, any of whom permanently resides with the Employee) and when no one other than the Employee can provide for the needs of the ill person, an Employee may be granted, upon confirming to their supervisor that no alternative arrangements are possible, up to five (5) Days leave with pay in a calendar year, non-accumulative, which leave shall be deducted from the Employee's available sick leave entitlement as provided under Article 23.
- (b) Leave for Emergency - Provided an Employee has available sick leave accumulation, an Employee shall be granted up to two (2) Day's leave with pay in a calendar year, non-accumulative, for an emergency at which the Employee is required to attend and which matter cannot be addressed outside of the Employee's regularly scheduled hours. Emergency is defined to include a fire, theft, flood, auto accident, or natural disaster. In the event an Employee does not have paid sick leave available, an Employee may be granted leave without pay for up to two (2) Days in a calendar year, non-accumulative, at the discretion of the Executive Director, or designate. Should an Employee request an emergency day for a reason not stated above that day may be granted at the discretion of the Executive Director or designate. The parties further agree that one (1) day of this article may be used for a family member that falls under those listed above but does not permanently reside with the Employee.
- (c) Compassionate Care Leave and Court Leave shall be granted to Employees in accordance with the *Labour Standards Code*.
- (d) Wellness Days - An employee shall be entitled to two (2) wellness days per calendar year to be deducted from employee sick leave if available. If no leave is available it will be without pay.

ARTICLE 24- BENEFITS

- 24.01 The Employer will cost share two-thirds/one-third (65/35) between Employer and Regular Full-time Employee the group medical plan and the Employee shall pay one hundred percent (100%) of the long-term disability and fifty percent (50%) of life and dental benefits.
- 24.02 The Employer may require eligible Regular Full-time Employees to participate in the group benefits plan. Regular Full-time Employees are subject to carrier requirements for participation and for eligibility for benefits.
- 24.03 Regular Full-time Employees on unpaid leaves, including leaves of absence, for any reason, shall be entitled to continue to participate in the group insurance benefits outlined in Article 24.01, provided that the plan provider approves of the continued participation, and provided the Regular

Full-time Employee reimburses the Employer for both the Employer and Employee portion for the premiums, and the Employee's remittance to the Employer for payment of the benefits must remain current to within thirty (30) Days of the date the Employer is required to send payment to the plan provider.

24.04 The Employer's responsibility under this Article is limited to the payment of premiums to purchase insurance. The Employer has no liability for the failure or refusal of the insurance carrier to honor an Employee's claim or to pay benefits and no such action on the part of the insurance carrier will constitute a breach of this Agreement by the Employer. The Employer is not responsible for paying any benefits under this Article. No dispute arising under this Article will be subject to the grievance and arbitration procedures.

24.05 Compensation for Injury on Duty

- (a) Employees who have been injured while on duty resulting in a time loss from work shall come off payroll from the date of the injury and shall immediately apply for workers' compensation benefits in accord with the requirements of the Workers' Compensation Act.
- (b) Subject to Article 24.05(a) if an Employee is off work less than five (5) weeks because of a workplace injury, the Employer shall pay to the Employee an amount equal to the Employee's daily rate for the first two (2) Days of absence and this shall be deducted from the available sick leave accumulation.
- (c) If the Employee was previously eligible for benefits, s/he may, subject to carrier requirements, continue participation in the group insurance plan by contributing his/her contribution to medical and full contribution to other benefits for a period of six (6) months from the date of injury. Following the expiration of this six (6) month period, Employees may choose to continue participation in the plan, subject to eligibility requirements, by paying one hundred percent (100%) of all premiums.

24.06 **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%).

The Parties acknowledge that market conditions are beyond the control of the Employer. The agreement of the Employer to provide for benefits under Article 24 does not mean that the Employer assumes in any way any liability for the actions of a plan carrier or pension administrator or the performance of a pension fund or retirement savings plan. Furthermore, these matters shall not be subject to grievance or arbitration.

ARTICLE 25 - LAYOFF AND RECALL

25.01 In the event of a permanent reduction of the workforce, staff shall be reduced by classification in the reverse order of their seniority.

25.02 If an Employee desires to terminate her/his employment, she/he shall forward a letter of resignation to the executive director not less than ten (10) working days prior to the effective date of termination. The executive director may accept a shorter period of notice.

25.03 Both parties recognize that job security shall increase in proportion to length of Service. Therefore, in the event of layoff, Employees shall be laid off by classification in the reverse order of seniority within their job classification.

Employees shall be recalled by classification in order of their seniority within their job classification.

25.04 No new employees shall be hired in a classification until those who are laid off from a regular full- time position in the classification have been given an opportunity of recall. Layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

25.05 Where possible, the Employer shall notify Employees to be laid off twenty (20) working Days prior to the effective date of layoff. If the Employee has not had an opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available except in cases of unplanned circumstances such as fire, weather or health epidemic.

25.06 (a) A seniority list shall be established by classification by the Employer for all Employees in the bargaining unit, showing the name and seniority date of each Employee who has acquired seniority under this Agreement. If two (2) or more Employees are hired on the same date, the actual time of hiring shall determine their seniority ranking or the determination shall otherwise be alphabetical.

(b) These seniority lists will be brought up to date every twelve (12) months

and at each revision will be placed on the bulletin board and union file in each work location during the month of January.

- (c) A copy of the seniority list will be sent to the Union.
- (d) Seniority is the total duration of continuous Service by an Employee in the bargaining unit, since the Employee's last date of hire. Seniority for Regular Part-time Employees is calculated as per Article 20.02.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.01 Where an Employee is temporarily assigned to perform work in a classification paying a lower rate than his/her own, while there is work available in his/her own classification, she/he shall be paid his/her regular rate.

26.02 (a) When an Employee is temporarily assigned to perform work in a classification inside the bargaining unit paying a higher rate, she/he shall receive the rate for the higher classification for full shifts worked in that classification.

- (b) When an Employee is temporarily assigned to perform work in a classification outside of the bargaining unit, she/he shall be paid at the increment step for the classification, which provides an increase in pay. The Employee shall be deemed to be covered by all provisions of this Collective Agreement, including check off of Union dues, during the period of temporary transfer.

26.03 Use of Personal Vehicle

The Employer shall reimburse any Employee that is required and requested to carry additional Insurance coverage, for the purpose of transporting clients, on a yearly basis. Proof of coverage and the cost thereof will be supplied to the Employer.

26.04 Reimbursement for Travel

For travel in providing services to client(s) an employee shall be paid at the provincial rate per kilometer.

ARTICLE 27 - JOB DESCRIPTION

27.01 During the term of this Agreement the Employer shall provide each Employee with a current job description.

ARTICLE 28 - MISCELLANEOUS

28.01 The Employer will make space available on a bulletin board to allow the Union to post notices and otherwise communicate with the membership in the staff room at the Employer's main office.

ARTICLE 29 - TERM OF AGREEMENT

29.01 This Agreement shall be effective from the date of signing to March 31, 2027.

29.02 It is agreed that there will be no retroactive effect given to any clause of this contract or matter arising between the parties prior to the signing date except for wages.

29.03 Wages for the duration of the contract shall be specified in Schedule "A" and are subject to Employees meeting the training standards as set out by the Department of Community Services.

29.04 Notice of intent to renegotiate this contract in its entirety shall be made in writing by either party to the other not less than three (3) months before the date of expiration of this Agreement. Failure by either party to give such notice shall result in this contract being renewed automatically for a period of one (1) year.

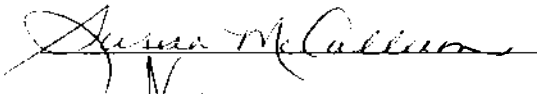
29.05 The Parties acknowledge that this Agreement is conditional on the Employer receiving from its funding agencies, and in particular the Province of Nova Scotia, the required and anticipated levels of funding needed during the life of this Agreement as outlined in Schedule A.

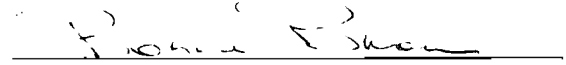
Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.

Signed, Sealed and Delivered in the presence of:

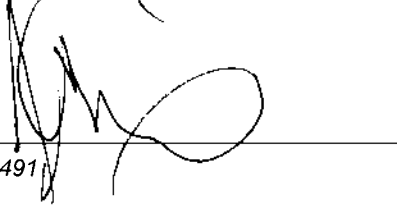
Steps on Arthur Society

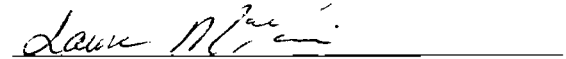
Canadian Union of Public Employees
Local 4536





d1m/cope491





"SCHEDULE A" WAGE PACKAGE

1. Hours of work for full time employees is 1950 hours per year
2. All employees shall be paid the same as the established Provincial rate for Residential Rehab Workers (RRW's)
3. The following wage adjustment shall apply for the years specified:

Hourly Rates @ 1950 Hours	01-Apr-22		01-Apr-23		01-Apr-23		01-Apr-24		31-Mar-25		01-Apr-25		01-Apr-26	
	Expiry Rate	1.50%	Classification Adjustment	1.50%	3%	0.50%	3%	2%						
	\$39,605 \$20.31	\$40,199 \$20.6147												
Step 1 (start)			Annually	\$44,660	\$45,330	\$46,690	\$46,923	\$48,331	\$49,298					
			Hourly	\$22.9026	\$23.2462	\$23.9435	\$24.0633	\$24.7852	\$25.2809					
Step 2 (after year 1)			Annually	\$45,572	\$46,256	\$47,643	\$47,881	\$49,318	\$50,304					
			Hourly	\$23.3702	\$23.7208	\$24.4324	\$24.5546	\$25.2912	\$25.7970					
Step 3 (after 2 years)			Annually	\$46,502	\$47,199	\$48,615	\$48,859	\$50,324	\$51,331					
			Hourly	\$23.8471	\$24.2049	\$24.9310	\$25.0557	\$25.8073	\$26.3235					
Step 4 (after 3 years)			Annually	\$47,451	\$48,163	\$49,608	\$49,856	\$51,351	\$52,378					
			Hourly	\$24.3339	\$24.6989	\$25.4398	\$25.5670	\$26.3341	\$26.8607					
Step 5 (after 4 years)			Annually	\$48,419	\$49,145	\$50,620	\$50,873	\$52,399	\$53,447					
			Hourly	\$24.8303	\$25.2027	\$25.9588	\$26.0886	\$26.8713	\$27.4087					

All current Employees as of the date of ratification shall be placed at Step 5 of the new scale effective April 1, 2023, or date of hire if hired after April 1, 2023.

4. To be eligible for the current rates of pay or any future increments Employees must have completed the training standards as set forth by the Department of Community Services.
5. To receive retroactive pay, if any, an Employee must either be employed at Steps on Arthur Society at the time of ratification or have retired, or have become deceased, during the retroactive period.
6. In the case of a deceased Employee, the retroactive pay, if any, shall be paid directly to their estate.
7. Employees who were not employed during the entire retroactive period, but are currently employed, retired or deceased will receive the relevant rate increase if any, prorated for the period of their employment.

8. Shift Premium

The shift premium rate shall increase to three dollars and fifty cents (\$3.50) per hour, effective date of ratification.

Effective April 1, 2025, the shift premium rate shall increase to four dollars (\$4.00) per hour

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

This premium shall be paid for all hours worked between 19:00 and 07:00 hours.

9. Weekend Premium

The weekend premium rate shall increase three dollars and fifty cents (\$3.50) per hour, effective date of ratification.

Effective April 1, 2025, the shift premium rate shall increase to four dollars (\$4.00) per hour

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

This premium shall be paid for all hours worked between midnight on Friday and midnight on Sunday.

Between
STEPS ON ARTHUR SOCIETY
(The Employer)

And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
(The Union)

RE: HOURS OF WORK

WHEREAS the Parties have met to consider matters relating to the Hours of Work for Regular Full-time Instructors hired prior to the signing of the Collective Agreement as listed below:

Laura MacKinnon
Bonnie Brown

NOW THEREFORE, the Parties have agreed that any Regular Full-time instructor hired prior to the signing of this Collective shall be grand fathered in terms of hours of work as follows:

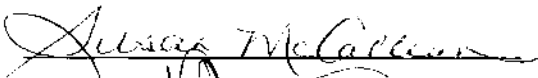
- (1) The normal hours of work shall be from 8:30 A.M. until 4:30 P.M. excluding a one-half (1/2) hour unpaid lunch break and inclusive of two (2) fifteen (15) minute paid rest breaks daily Monday to Friday.
- (2) The Parties agree that any other employee who may relieve an Instructor covered by this memorandum, such employee may not necessarily work the hours outlined in (1) but may be required to work other shifts or hours as determined by the Employer.
- (3) Should a Regular Full-time instructor covered by this memorandum choose to opt out of the grand fathering arrangement or should a Regular Full-time instructor leave the employment of the Workshop, the hours outlined in (1) above shall only apply to the other Instructors covered by this memorandum. Any employee hired shall be subject to the hours of work outlined in Article 11 of the Collective Agreement.

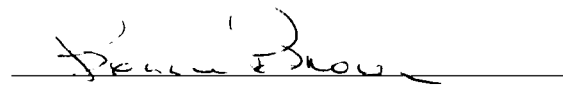
Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.

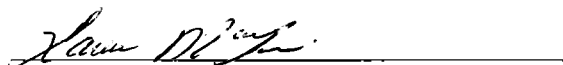
Signed, Sealed and Delivered in the presence of:

Steps on Arthur Society

Canadian Union of Public Employees
Local 4536







MEMORANDUM OF AGREEMENT

Between
STEPS ON ARTHUR SOCIETY
(The Employer)

And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
(The Union)

**RE: QUALITY OF LIFE ACTIVITIES
ACTIVITIES THAT FALL OUTSIDE NORMAL HOURS OF OPERATION**

WHEREAS the Parties recognize the benefits to the quality of life of the clients that extracurricular activities provide, and that bargaining unit members play a vital role in those activities, the parties hereby agree to the following:


- 1) This Memorandum will apply to all outing and activities that bargaining unit members are required to accompany clients on that take them out of the normal workplace, and/or, fall outside the regularly scheduled hours for the employee's position.
- 2) The employer will determine the hours required and the number of employees needed to safely and efficiently accompany the activity.
- 3) The parties agree the employer will have the ability to alter the start and finish times for the day in question under the following:
 - a) The change in shift shall be offered first to the person or persons who organized the event or outing, and then offered by seniority to all members of the bargaining unit who will have the first right to refuse
 - b) Should the required number of employees not agree to take part, the employer will mandate employees in reverse order of seniority (excluding those covered by MOA re: Hours of Work)
 - c) The employer shall provide at least two (2) weeks' notice prior to the event of the changes in schedules
 - d) Any and all evening and weekend premiums covered by this agreement shall be paid for those hours worked where applicable.

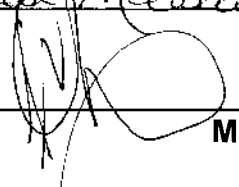
Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.


Signed, Sealed and Delivered in the presence of:

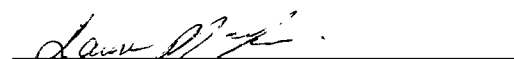
Steps on Arthur Society

Canadian Union of Public Employees
Local 4536









MEMORANDUM OF AGREEMENT

Between
STEPS ON ARTHUR SOCIETY
(The Employer)

And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
(The Union)

RE: REQUIRED EDUCATION

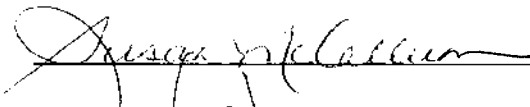
In the event the Province of Nova Scotia decides to amend the required Core Competencies for the employees, the employees will have up to one (1) year to become fully qualified. The necessary education shall be provided at no cost to the Employee and any time spent acquiring such qualifications shall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

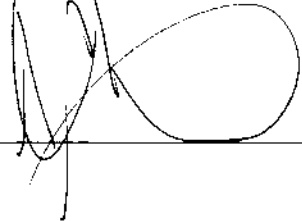
Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.


Signed, Sealed and Delivered in the presence of:

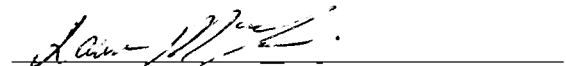
Steps on Arthur Society

Canadian Union of Public Employees
Local 4536









dln/cope491

MEMORANDUM OF AGREEMENT

Between
STEPS ON ARTHUR SOCIETY
(The Employer)

And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
(The Union)

RE: RECOGNITION OF PREVIOUS EXPERIENCE

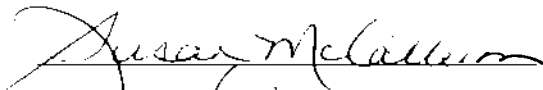
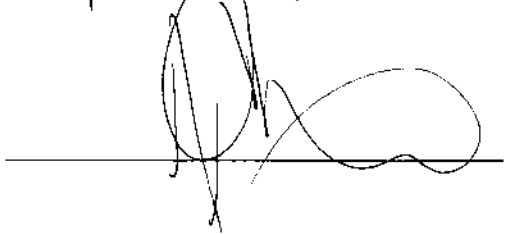
Employees may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer of the employee's previous experience for the purpose of initial placement on Schedule A. The Employee must submit the evidence within 30 days of commencement of employment. An Employee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

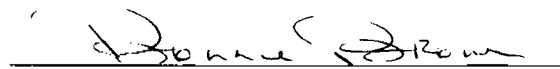
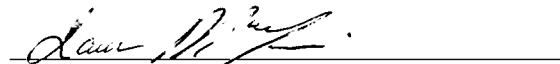
Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.

Signed, Sealed and Delivered in the presence of:

Steps on Arthur Society

Canadian Union of Public Employees
Local 4536

d1m/cope491

APPENDIX 'A'

MEMORANDUM OF AGREEMENT

Between
STEPS ON ARTHUR SOCIETY
(The Employer)

And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
(The Union)

RE: TERMS AND CONDITIONS FOR CASUAL EMPLOYEES

Appendix A-Terms and conditions for Casual Employees

"Casual Employee" means an employee other than a "Regular Full-time", "Regular Part-time" or "Term Employee" and is not regularly scheduled by the Employer, although may be scheduled as required and who is in the bargaining unit.

Whereas the Parties agree that Casual employees are now in the Bargaining Unit and covered by the Collective agreement.

The following Articles shall not apply to Causal Employees except as outlined:

Article 11 - Hours of work

Article 12 - Overtime

Only Articles 12.01 (b), 12.06, 12.07 and 12.10 (a), (b) and (d) apply to Casual Employees. Compensation for overtime for Casual Employees shall be in the form of pay.

Article 14 - Vacations

Casual employees shall be paid 4% vacation pay on all hours worked, added to their Bi-weekly pay.

Article 15 - Holidays

Casual employees shall be paid time and one-half for any Holidays worked.

Article 17 - Job Postings

Once casuals are awarded a permanent position, Articles 17.04, 17.05 and 17.06 shall apply.

Article 20 - Seniority

Casual Employees shall earn seniority based on hours worked. The Employer shall provide the "Casual Seniority list" to the Recording Secretary of the Union in January and July each year. Casual Employees shall remain on the list provided they have been actively at work for at least one shift within the previous six months. Casual Seniority shall be applied for job postings in accordance with Article 17.03.

Article 21 - Bereavement leave

This Article shall only apply to Casual employees once they have obtained 1950 hours of seniority and if the leave is required while they are scheduled at work.

Article 23 – Sick leave

Article 24 - Benefits

Article 25 - Lay off and recall

Schedule A—Wages

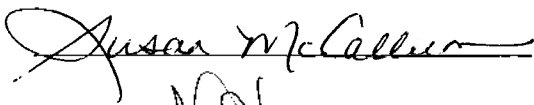
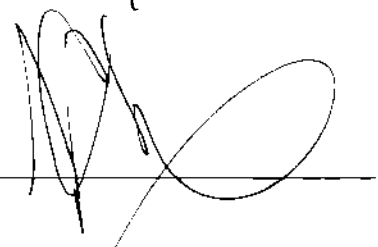
Casuals Employees shall be placed on the "start rate" upon hiring and shall progress through the steps after each 1950 hours worked. The economic increases shall be applicable to Casual employees on the effective date.

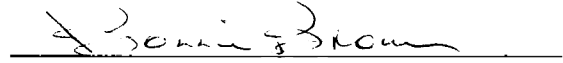
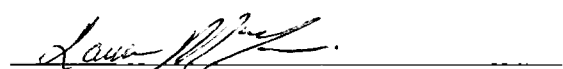
Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.

Signed, Sealed and Delivered in the presence of:

Steps on Arthur Society

Canadian Union of Public Employees
Local 4536

MEMORANDUM OF AGREEMENT

**Between
STEPS ON ARTHUR SOCIETY
(The Employer)**

**And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4536
(The Union)**

Re: Scheduling Vacation Time Off

- (a) For the period from April 1 to September 30, employees shall make requests for vacation time off during the vacation selection process by March 31 and the Employer shall respond in writing by April 15. If the request is not authorized, the employee may:
 - i) ask for seniority consideration on another choice of available dates during the vacation period; and/or
 - ii) ask that the request be wait-listed in case of future change(s) or cancellation(s) which would enable the Employer to grant the request.

- (b) For the period from October 1 to March 31, employees shall make requests for vacation time off during the vacation selection process by August 31 and the Employer shall respond in writing by September 15. If the request is not authorized, the employee may:
 - i) ask for seniority consideration on another choice of available dates during the vacation period; and/or
 - ii) ask that the request be wait-listed in case of future change(s) or cancellation(s) which would enable the Employer to grant the request.

- (c) Where an employee has opted to wait-list their vacation request as set out above, the wait-listed employees shall have priority over other employees requesting vacation time off after the deadline set out above, regardless of seniority.

Dated the 3 day of OCTOBER 2024 at Truro, Nova Scotia.

Signed, Sealed and Delivered in the presence of:

Steps on Arthur Society

Canadian Union of Public Employees
Local 4536

