

Collective Agreement

BETWEEN

CAPE BRETON COMMUNITY HOUSING
ASSOCIATION

(the "Company")

- and -



UNIFOR, LOCAL 4600

(the "Union")

Effective:

April 1, 2022 to March 31, 2025

Table of Contents

ARTICLE 1 - PREAMBLE.....	3
ARTICLE 2 - PURPOSE	4
ARTICLE 3 – MANAGEMENT RIGHTS.....	4
ARTICLE 4 – UNION RECOGNITION	5
ARTICLE 5 - UNION SECURITY.....	5
ARTICLE 6 – NO DISCRIMINATION.....	6
ARTICLE 7 – PROBATIONARY PERIOD.....	6
ARTICLE 8 – UNION MEMBERSHIP REQUIREMENT.....	7
ARTICLE 9 – GRIEVANCE PROCEDURE	7
ARTICLE 10 – STRIKES & LOCKOUTS	9
ARTICLE 11 – DISCHARGE, SUSPENSION & DISCIPLINE.....	10
ARTICLE 12 – SENIORITY.....	11
ARTICLE 13 – JOB POSTING	12
ARTICLE 14 – HOURS OF WORK	13
ARTICLE 15 – EMPLOYER PAID HOLIDAYS.....	14
ARTICLE 16 – SICK LEAVE.....	15
ARTICLE 17 - VACATIONS.....	17
ARTICLE 18 – COMPASSIONATE & OTHER LEAVES OF ABSENCE	19
ARTICLE 19 – WOMEN’S ADVOCATE.....	22
ARTICLE 20 – PAID EDUCATION LEAVE (PEL)	22
ARTICLE 21 – PAID DOMESTIC VIOLENCE LEAVE & DISCIPLINE PROTECTION	22
ARTICLE 22 – LABOUR MANAGEMENT COMMITTEE	23
ARTICLE 23 – DURATION OF AGREEMENT	23
ARTICLE 24 – BENEFITS.....	23
ARTICLE 25 - WAGES	24
MEMORANDUM OF UNDERSTANDING.....	27

ARTICLE 1 - PREAMBLE

1.01

The Employer and the Union recognize the common objectives of providing Community Residential Services and the support of persons with mental illness by CBCHA. The Employer and the Union also recognize the importance of operating these programs according to acceptable standards.

1.02

Definitions:

- a) Union means Unifor.
- b) Employer means Cape Breton Community Housing Association.
- c) Employee means a person who is included in the Bargaining Unit.
- d) Management means those staff delegated by the Board to act on its behalf including the Executive Director, Directors, Supervisors, Office Manager and other designated Management positions.
- e) Regular Full-time Employee means one who occupies a permanent Residential Rehabilitation worker position within the Bargaining Unit.
- f) Regular Part-time Employee means one who, on an ongoing basis, occupies a permanent Residential Rehabilitation worker position and is scheduled to work less than one hundred percent (100%) and a minimum of sixty percent (60%) of the hours of a full-time Employee.
- g) Casual Employee means one who is employed on an ad hoc basis and not on a regular full-time basis. The provision of this Collective Agreement, apply to casual workers only in regards to Article 9 – Grievance Procedure and to casual Employees in a term position for four (4) months or more as defined in Article 14.09. Casual Employees who work more than fifty percent (50%) of the hours of a regular scheduled full-time Employee in any given month, will **pay** an amount to the Union equal to the monthly Union dues uniformly applied to all its members.
- h) Night Support Person means an Employee who works the period between 12:00 am – 8:00 am whose main duty is client safety.

- i) Day means a period of eight (8) hours for the purpose of calculating leave and benefits, unless specified otherwise in a particular Article.
- j) Holiday means the twenty-four (24) hour period commencing at 8:00 am on a day designated as a holiday in the Agreement.

ARTICLE 2 - PURPOSE

2.01

The purpose of this Agreement is to establish conditions which are necessary to ensure the uninterrupted services that are needed to provide a Residential Living Program for the support of persons with mental illness in community residences administered by the Employer; to establish mutually satisfactory relations between the Employer and its Employees; to provide, through a recognized grievance procedure, a method of settling grievances that may arise between the Employer and the Employees and the Union; to establish wages and conditions of employment between the Employer and the Employees covered by this Agreement; to ensure an economically efficient operation of the community residences coming under the Management of the Employer; and to promote harmonious relations between the Employer, the Employees and their Union.

2.02

The Union agrees that this Agreement constitutes the complete understanding between the parties and supersedes all previous Agreements both written and oral.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01

The Union recognizes and acknowledges that the Management of the operations and the direction of the working force are fixed exclusively in the Employer and without restricting the generality of the foregoing; the Union recognizes that it is the exclusive function of the Employer to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, organize, assign work and to discipline or discharge any Bargaining Unit Employee for just cause, provided that a claim by an Employee that he/she has been discharged or disciplined, without just cause, may be the subject of grievance and dealt with as hereinafter provided;
- c) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment, supplies and materials, the methods and techniques of work, the content of jobs, the number of Employees to be employed, the schedule of working hours for the Employees, the extensions, limitations, curtailment, or cessation of operations, and to determine and exercise all their functions and prerogatives which shall remain solely with the Employer.

ARTICLE 4 – UNION RECOGNITION

4.01

The Employer recognizes the Unifor, Local 4600 as the sole and exclusive Bargaining Agent for full-time and part-time Residential Rehabilitation workers and live-in Support Persons and Night Support Persons as described in the merger of Certification Order #:3541 dated September 6, 1989, and Certification Order #:4566 dated January 7, 1998. Exclusions are Management and Office Personnel, casual Employees and Special Grant Project Employees whose employment is wholly or partially subsidized by the Government and provided that such Employees do not result in lay-off of Unionized members as well as any other Employee of the Employer excluded by the Trade Union Act.

4.02

No Employee or his/her Representatives shall be permitted to make any written or verbal agreement, which is in violation with the terms of this Contract.

4.03

- a) A Union Steward shall be given an opportunity to interview each new Employee within regular working hours without loss of pay, for a maximum of fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership. Management will cover this fifteen (15) minutes.
- b) Upon the Union notifying the Employer of who is the Unit Chair, the Employer shall notify the Unit Chair of all new Employees hired within the Bargaining Unit.
- c) **The Union agrees to notify the Employer who is the Unit Chair, Shop Steward, President & Vice-President of Unifor Local 4600 by email. This will also include contact information for the above-mentioned elected positions. If and when this information changes during the life of the agreement, the Employer will be notified.**

ARTICLE 5 - UNION SECURITY

5.01

The Employer agrees that there shall be established, as of the 15th day of the month following the signing of this Agreement, a check-off compulsory upon all Employees who come within the Bargaining Unit to which the Agreement applies. The amount to be deducted shall be the monthly Union Dues assessed by the Union as per its Constitution or By-laws and uniformly applied to all members of the Union.

5.02

All amounts so deducted, together with a record of names, amounts and dates, shall be transmitted by the Employer to the Treasurer of Unifor, Local 4600, not later than the fifteenth (15th) of the month following the month for which such deductions were made.

5.03

Union Dues shall be deducted from the wages of each Employee who comes within the jurisdiction of the Bargaining Unit. The Employer agrees to show the amounts of Union Dues on each Employee's T-4 Slip.

5.04

The Union shall indemnify the Employer and hold it harmless against all suits, claims, demands and other forms of liability that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 6 – NO DISCRIMINATION

6.01

The Employer and the Union agree that no Employee shall, in any manner, be discriminated against or coerced, restricted or influenced on account of membership or non-membership in any labour organization, or by reason of activity or lack of activity in any labour organization.

6.02

The Employer and the Union agree that there shall be no discrimination, restraint or intimidation practised or permitted by the Employer or the Union or any of their Representative against any Employee because of race, sex, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, place of national origin or any other provisions outlined in the Human Rights Act of Nova Scotia, Canada.

ARTICLE 7 – PROBATIONARY PERIOD

7.01

A "Permanent Employee" is an Employee who has been employed by the Employer continuously for six (6) consecutive months of which the Employee has worked a minimum of one-thousand (1000) hours (six hundred (600) hours for part-time Employees) and has successfully completed his/her probationary period.

7.02

A "Probationary Employee" means one who has been employed by the Employer for less than six (6) consecutive months and has not successfully completed his/her probationary period. In the event a probationary Employee is absent for a period of time exceeding two (2) or more weeks during their probationary period, the Employer may extend the said probationary period for that length of time, if needed.

- a) The employment of such Employees may be terminated at any time during the said probationary period without just cause and without recourse to the grievance procedure.
- b) After successful completion of this probationary period, seniority shall be calculated from his/her most recent date of hire.

7.03

When an Employee is appointed to a different classification within the Bargaining Unit, the first twenty-five (25) days (two hundred (200) hours worked) shall be a trial period. If, during the trial period, the Employee is found by the Employer to be unsuitable for the classification or the Employee informs the Employer that they wish to be returned to their former classification, the Employee shall be returned to their former classification. This shall not be the subject of a grievance. Employees shall not lose seniority as a result of this provision.

7.04

When an Employee is appointed to a permanent position outside the Bargaining Unit, the first six (6) months shall be a trial period. If during the trial period, the Employee is found by the Employer to be unsuitable for the classification or the Employee informs the Employer that they wish to be returned to their former classification, the Employee shall be returned to their former classification. This shall not be the subject of a grievance. Employees shall not lose seniority as a result of this provision.

ARTICLE 8 – UNION MEMBERSHIP REQUIREMENT

8.01

It shall be a condition of employment for all present, new and probationary Employees in the Bargaining Unit covered by this Agreement, to pay an amount equal to Union dues. Deductions for new Employees will begin in the month following the date of hire.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01

The Grievance Committee shall be composed of members appointed by Unifor Local 4600 and will include Employees of the Employer. The Employer shall be given the names of the Grievance Committee members in advance. This Committee will be responsible for correspondence in regards to a grievance and may or may not attend grievance meetings with the Employer. When a grievance arises from Community Housing, the Unit Chair and Shop Steward from Community Housing will be ad hoc members of the Grievance Committee to participate in the process and decision making.

9.02

The Employer recognizes the function of the Grievance Committee is to investigate and to assist in the presentation of grievances as provided for in this Agreement. Accordingly, it is agreed that the Grievance Committee members shall not conduct Grievance Committee work nor leave their working assignment during working hours to perform Grievance Committee functions without first obtaining the permission of their Supervisors, which permission shall not be unreasonably withheld. The Grievance Committee members shall suffer no loss of regular

pay for their time necessarily spend during regular working hours processing grievances, under

the grievance procedure, up to and including Step 2 but excluding arbitration. It is further agreed that only (1) Grievance Committee member will be involved in the processing of grievances at any given time.

9.03

Any dispute involving the application, interpretation, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be subject to grievance and an earnest attempt shall be made to settle such a grievance as quickly as possible.

9.04

It is understood that the discharge of a probationary Employee shall not be the subject of any grievance proceedings.

9.05

Any Employee who believes that he/she has a complaint or a difference of a grievable nature shall first discuss the complaint or difference with his/her Supervisor within five (5) working days of the incident or matter giving rise to such grievance. It is understood that working days referred to in this Article are exclusive of Saturday and Sunday.

9.06

If any such difference or complaint is not satisfactorily settled by the Supervisor within five (5) working days of the discussion, and the Employee wishes to proceed with the grievance, then the grievance shall be filed within five (5) working days in the following manner:

Step 1

The Employee shall file a grievance, in writing, with his/her Supervisor. The written grievance will be signed by the Employee and state the nature of the grievance, Articles violated and the redress sought. If a meeting is requested, the grievor shall be entitled to be accompanied by his/her Shop Steward. The Supervisor shall give the grievor his/her decision, in writing, within five (5) days of the submission of the grievance.

Step 2

If the grievance is not settled after step 1, it shall be presented to the Executive Director or his/her designate Representative within five (5) working days from the date of receipt of the decision in step 1. Within five (5) working days of the receipt of the grievance, the Executive Director or his/her designate shall arrange a meeting, where requested by either party, with the grievor and the Committee member. The Employee is entitled to have the Union Representative or his/her designate present at such a meeting. The Employer may have a Representative or Advisor present at this meeting. The Executive Director or his/her designate shall provide the Union and the grievor with his/her decision, in writing, within five (5) working days of the meeting.

9.07

Where an Employee, other than a probationary Employee, believes he/she has been unjustly discharged or suspended, the Employee must commence a grievance at step 2 within three (3) working days of the receipt of notice of suspension or discharge.

9.08

No grievance shall be considered at any stage unless it has been properly processed through all previous steps of the grievance procedure.

9.09

A grievance which has been disposed of, abandoned or deemed to have been abandoned pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject of a further grievance.

9.10

The time limits fixed in the grievance and arbitration procedures provided herein shall be extended only by mutual agreement, in writing.

9.11

The Union or the Employer may file a "Policy Grievance" against the other party within five (5) working days of the incident or matter giving rise to the grievance.

9.12

Arbitration - Should either party request that a grievance be submitted to arbitration, such request shall be, in writing, and shall be delivered to the Union or the Employer within ten (10) working days of the decision in step 2 of the grievance procedure.

9.13

The party requesting arbitration shall indicate in their written request, their choice of a sole Arbitrator to hear the dispute. If the parties cannot agree on a sole Arbitrator, then it shall be referred to the Minister of Labour to appoint one.

9.14

The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the power to alter or amend the provisions of the Collective Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

9.15

Each of the parties will share equally the cost of the fees and expenses of the sole Arbitrator.

ARTICLE 10 – STRIKES & LOCKOUTS

10.01

There shall be no strikes, walkouts, picketing, slowdowns, work stoppages, or other similar interruptions either complete or partial during the period of this Agreement.

10.02

The Employer shall not lock out Employees during the period of this Agreement.

10.03

Notwithstanding any other provisions of this Contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this Contract and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 11 – DISCHARGE, SUSPENSION & DISCIPLINE

11.01

An Employee who is within the Bargaining Unit and who has successfully completed his/her six (6) month probationary period may be dismissed, but only for just cause. Such Employee and the Union (**Shop Steward & President**) shall be advised promptly, in writing (**email**), by the Employer of the reason for such discharge or suspension.

11.02

In the event an Employee is disciplined by way of a written warning notice, such Employee will be notified, in writing (**email**), of the action and/or penalty taken with a copy sent to the Union (**Shop Steward & President**).

11.03

The Employer shall notify an Employee of any dissatisfaction concerning his/her work within five (5) working days of the time Management becomes aware of the event of a complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.

The report of an Employee shall not be used against him/her after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. This Article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an Employee's advancement or standing with the Employer.

All correspondence other than what is required by law, pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personnel file after eighteen (18) months.

11.04

There shall be one (1) official recognized personnel file and this file shall be maintained in the Central Office. An Employee shall, at any reasonable time, be allowed to inspect his/her personnel file and may be accompanied by a Representative of the Union if he/she so desires. The Employee will supply forty-eight (48) hours' notice to the Employer.

ARTICLE 12 – SENIORITY

12.01

Seniority for full-time Employees and part-time Employees is defined as length of service with the Association from the most recent permanent date of hire including service with the Association prior to certification.

12.02

- a) In the event of a lay-off for reasons of shortage of work, the person with the least seniority shall be the first person to be laid off.
- b) Employees who have been laid off shall be entitled to recall in reverse order of lay-off for a period of two (2) years from the date of lay-off. Upon expiry, the Employee shall be considered terminated if he or she is not recalled.

12.03

The Employer agrees to post the seniority list in January of each year. The list will contain the names of all Employees in the Bargaining Unit and their date of hire. A dispute of dates must be addressed with the Supervisor within thirty (30) days. After thirty (30) days, the dates on the seniority list shall be deemed to be correct.

Staff shall only dispute his/her own seniority date.

From the date of the signing of the Agreement, if two (2) or more people are hired on the same date, the seniority date will be based on who worked the first shift.

12.04

An Employee shall cease to be an Employee in the event:

- (a) he/she is discharged for just cause;
- (b) he/she resigns or quits;
- (c) he/she is absent from work in excess of **three (3)** working days without sufficient cause and without notifying the Employer unless such was not reasonably possible;
- (d) he/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause; it

shall be the responsibility of the Employee to keep the Employer informed of his/her current address;

- (e) The Employee has not performed any work for the Employer based on the following scale:
 - i. Less than twelve (12) months of employment (anniversary date) - equivalent time may elapse;
 - ii. Twelve/eighteen (12-18) months of employment — eighteen (18) months may elapse;
 - iii. More than eighteen (18) months of employment — twenty-four (24) months may elapse.
- (f) or he/she retires.

ARTICLE 13 – JOB POSTING

13.01

When a new position is created within the Bargaining Unit, it will be posted for a period of not less than seven (7) working days and Employees may apply for this position. Where skill, ability and qualifications are relatively equal among candidates, the senior Employee will be given preference. **An electronic copy of the job posting will be emailed to the Local President and Shop Steward at the beginning of the seven (7) days.**

13.02

When a permanent vacancy occurs within the Bargaining Unit, it will be posted for a period of not less than seven (7) days and Employees may apply for this position if it results in more hours of work or a higher rate of pay. Where skill, ability and qualifications are relatively equal among the candidates, the senior Employee will be given preference.

13.03

Any subsequent vacancies created by either posting need not be posted provided the Employer, in selecting the successful candidate, considers the factors outlined in Article 13.01 & 13.02.

13.04

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

13.05

If the period is expected to be less than six (6) weeks, a casual Employee fills such position. If during the period of less than six (6) weeks, the Employer is notified of further leave, which would surpass a total of six (6) weeks, the remainder of that leave will be filled with Night Support/part-time Employee.

ARTICLE 14 – HOURS OF WORK

14.01

It is not the Employer's intent to change the working hours for the sake of change itself. In the event that there is a requirement to change the work schedule, the Employer would consider work schedule alternates if suggested by Employees. It is expressly understood and agreed that the provisions of this Article are not a guarantee that work will be provided and the Employer reserves the right to change an Employee's schedule as may be dictated by the efficient operation of the homes, its staffing requirements or the needs of the clients of the homes. The Employer will endeavour to provide at least one (1) weeks' notice of any change to the scheduled work.

14.02

The regular schedule for full-time Employees (Residential Rehabilitation Workers) shall consist of an average of forty (40) hours per week over a six (6) week period.

14.03

In the event of exceptional circumstances, an Employee may request a shift change provided five (5) working days' notice is given; it does not interfere with the safe and efficient operation of the homes and does not incur added costs to the Employer.

14.04

It is understood and agreed that because of their responsibility to directly supervise the clients, Employees will not take regularly scheduled breaks but rather, will take breaks in accordance with the demands of their daily duties so that such breaks do not interfere with their responsibilities.

14.05

- (a) Time worked by an Employee on a continuation of their scheduled shift will be paid at time & one-half (1 ½) of the hourly rate paid on that particular shift. Should this shift continuation cause an Employee to have less than eight (8) hours of time off before their next scheduled shift, the Employee will be granted their next scheduled shift off with pay.
- (b) An overtime situation for an approved scheduled shift created when the Employer is unable to schedule casual Employees to work that shift due to unavailability of casual Employees or because available casual Employees have already worked forty-eight (48) hours in any one (1) week pay period. In that situation, the overtime shift shall be offered on a rotational basis to the most senior Employee within the entire Bargaining Unit. Notwithstanding the foregoing, if an approved scheduled overtime shift is created upon three (3) hours' notice or less, the said shift will be first offered to casual Employees.

14.06

In the event of a reduction in the hours of work, the most junior Employee will be affected by this reduction. Management may exercise their right to transfer Employees to minimize the impact on service delivery.

14.07

When the Employer requires an Employee to attend mandatory training or a meeting, the Employee shall be compensated by receiving only straight time to be taken at a subsequent date.

14.08

An Employee should have the ability to either receive payment for overtime hours or time in lieu thereof.

14.09

If a casual Employee is in a term position for four (4) months or more, they will be covered under this Collective Agreement for the length of their term for those benefits identified in Article 25.

ARTICLE 15 – EMPLOYER PAID HOLIDAYS

15.01

The following are recognized paid Holidays:

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

15.02

In order that an Employee in the Bargaining Unit may qualify for holiday benefits; he/she must have worked all his/her last scheduled shift prior to the holiday unless the shift is missed due to provable illness. It is the responsibility of the Employee to provide the Employer with a completed Cape Breton Community Housing Association Medical Form prior to receiving credit for the holiday in question. This form must be completed by a licensed physician.

15.03

If a full-time Employee is scheduled and works on a holiday, he/she will be compensated as follows:

- (a) Payment at time & one-half (1 ½) of regular rate of pay for hours worked plus eight (8) hours' off at a mutually agreed time.
- (b) Part-time Employees who work holidays listed in Article 15.01, will be compensated at time & one-half (1 ½) of regular rate of pay for hours worked plus future time off based on percentage of their regular scheduled hours.

15.04

If a holiday referred to in paragraph 15.01 falls on a full-time Employee's day off or during a full time Employee's vacation, he/she will be granted a day off to a maximum of eight hours (8) pay.

15.05

Holidays must be utilized within ninety (90) days. However, a maximum of twelve (12) hours of earned holiday credit can be carried over.

15.06

The Employer will make every reasonable effort to honor requests of full-time Residential Rehabilitation Workers for Christmas Day off by canvassing casual Employees and encouraging them to relieve these Employees on this one day.

15.07

Where operational requirements permit, if a home closes for the Christmas holiday and the staff at this home wish to work, the Employer will give the option for that Employee to work in another home when the senior staff would like to have the Christmas holiday off.

ARTICLE 16 – SICK LEAVE

16.01

Sick leave is defined as the period of time an Employee is absent from work by virtue of being medically unfit to perform his/her duties as defined by a medical doctor.

16.02

The Employer may grant sick leave for the purpose of attending medical appointment(s) when, in the opinion of the Employer, the Employee was unable to schedule the appointment on their day(s) off. This provision applies to appointments directly related to the health of the Employee only.

16.03

Sick leave will be earned at the rate of 7.69% of hours worked and accumulated to a maximum of one hundred & sixty (160) hours per year.

16.04

A maximum of one hundred (100) hours of an Employee's unused annual sick leave shall be carried over and accrued in a separate sick leave bank each year to a maximum of four hundred (400) hours which can be used in whole or in part by the Employee in the event of an Employee's illness.

If an Employee has accrued the maximum of four hundred (400) hours, there shall be no further carry over and accrual of any unused sick leave from any one (1) year unless the Employee has utilized sick leave time from the said sick leave bank thus reducing the bank to an amount below the maximum four hundred (400) hours. The Employer and the Union further agree that any carry over of an Employee's sick leave to the sick leave bank in any one (1) year shall be a maximum of one hundred (100) or lower if the lower amount is needed to top up the bank to the maximum of four hundred (400) hours.

16.05

Doctor's notes will only be requested if an Employee misses three (3) consecutive shifts.

16.06

If an Employee is hospitalized **or receiving acute medical treatment** during their vacation period, vacation credits for the period hospitalized **or receiving acute medical treatment** will be reinstated upon proof of admission and duration of stay. If available, sick day credits will be utilized.

Acute Medical Treatment will be defined as any acute medical service that is regularly scheduled at a medical facility or hospital over at least three (3) days during the period of vacation.

16.07

When an Employee is being compensated under the Workers' Compensation Act, the employer shall pay a supplement to the Employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the Employee's net pre-accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an Employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an Employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the Employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's accumulated sick leave credits are exhausted, the supplement shall cease and the Employee shall be paid only the Workers' Compensation benefits.

The Employer the Employee shall continue to cost share the premiums of the Group Health Benefit Plan and Group Life Insurance while an Employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.

An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

An Employee shall not accrue any other benefits while on Workers' Compensation.

ARTICLE 17 - VACATIONS

17.01

The vacation year shall commence on April 1st and terminate March 31st of each year. Employees shall earn vacation with pay for time worked at the following rates:

- a) Employees with less than one (1) year of continuous service shall be entitled to vacation with pay at the rate of four percent (4%) of time worked to a maximum of two (2) weeks.
- b) Employees with more than one (1) year of continuous service but less than five (5) years of continuous service shall be entitled to vacation with pay at the rate of six percent (6%) of time worked to a maximum of three (3) weeks.
- c) Employees with more than five (5) years of continuous service shall be entitled to vacation with pay at a rate of eight percent (8%) of time worked to a maximum of four (4) weeks.
- d) Employees with more than fifteen (15) years of continuous service shall be entitled to vacation with pay at a rate of ten percent (10%) for time worked to a maximum of five (5) weeks.
- e) Employees with more than twenty-five (25) years of continuous service shall be entitled to vacation with pay at a rate of twelve percent (12%) for time worked to a maximum of six (6) weeks.

For the purpose of this Article, time worked will include utilized vacation credits, utilized holiday credits, utilized sick day credits, and other approved paid leaves of absence up to a maximum of thirty (30) days unless otherwise stated in this Agreement.

17.02

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

17.03

Employees agree to submit their requests for **April – September vacation by March 1st and confirmed by the Employer by March 31st on the basis of seniority and for October – March by September 1st and confirmed by the Employer on the basis of seniority by September 30th**. Employees with three (3) or more weeks' vacation have the option of taking at least two (2) weeks consecutively. Requests for Christmas vacation requested by October 1st and confirmed by December 1st. Requests submitted by deadlines will be based on seniority, after this time by availability.

17.04

Employees will not be permitted to carry any vacation whatsoever over to the next vacation year unless the Employer has been unable to schedule the Employee's vacation during that year.

17.05

In the event an Employee becomes eligible for bereavement leave for immediate family, as defined in Article 18.01, during their vacation period, such leave shall be converted to bereavement leave and the Employee will be credited with vacation days lost due to such leave.

17.06

When clients go on vacation, Employees will have the option of attending camp or working in the home(s) which remains open or taking vacation or leave without pay.

- a) Employees attending camp must commit to sharing the regular Residential Rehabilitation Workers duties for the duration of the scheduled vacation period. If the number of Employees wishing to attend camp surpasses the required number, the most senior Employee shall have the option of attending.
- b) Employees with the most seniority shall have the option of working the available shifts on their rotation in the home(s) which remains open providing the regularly assigned Employees of that home are not available for work.
- c) All other Employees must utilize time off credits or leave without pay during this time.
- d) Employees who attend camp shall have the two (2) closest shifts to the camp days off with pay.

17.07

Employees can utilize up to a maximum of twenty-four (24) hours of earned time off credits during the period of December 23rd – January 2nd based on operational requirements and availability of casual workers.

ARTICLE 18 – COMPASSIONATE & OTHER LEAVES OF ABSENCE

18.01

- a) For the purpose of the Article, immediate family is defined as spouse, common-law-spouse, same-sex-partner, child, adopted child, step-child, father, mother, step-parent, brother, step-brother, sister and step-sister. Should the death of an immediate family member occur while the Employee is at work, the Employee will be permitted to leave work with no loss of pay and the bereavement leave will commence the following day. Employees shall be granted bereavement leave with full pay for any of their scheduled tour of duty that occurs during seven (7) calendar days immediately following the death up to a maximum of five (5) scheduled shifts.

- b) For the purpose of this Article 18.01(a), an Employee shall only be permitted to use bereavement leave one time for either:
 - i. Father or foster father, but not both; and
 - ii. Mother or foster mother, but not both.

- c) Should the death of a grandparent, grandchildren, father-in-law and mother-in-law occur while the Employee is at work, the Employee will be permitted to leave work with no loss in pay and the bereavement leave will commence the following day. When such death occurs, the Employee shall be granted bereavement leave with full pay for any of their scheduled tour of duty that occurs during the three (3) days immediately following the death.

- d) If the Employee knows there will be a later service, they may hold one (1) day of bereavement leave under Article 18.01(a) and Article 18.01(b) to attend a service.

18.02

The Employer may extend the periods of bereavement provided in 18.01 up to two (2) days when, in the opinion of the Employer, sufficient travel time is involved to justify the extension.

18.03

Employees shall be granted a maximum of one (1) day off with basic pay to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece and nephew provided twenty-four (24) hours' notice is provided to the Employer.

18.04

Personal Leave – Subject to service requirements, the Employer will grant time off without pay to an Employee who may request such leave for legitimate personal reasons. The Employee shall give his/her Supervisor reasonable notice when such time is needed and shall limit the duration to no more than three (3) consecutive days. Normally, no more than one (1) Employee may be absent for any reason at any one time. Any subsequent request for time off in the calendar year will be granted the sole discretion of the Employer. **Employees will be entitled to one (1) paid personal day.**

18.05

Maternity/Parental Leave – Every Employee who is pregnant shall, not later than fifteen (15th) week before the estimated date of birth, notify the Employer of the estimated date of birth and provide the Employer with a certificate from a medical practitioner certifying that she is pregnant.

Female Employees are eligible for leave of absence for seventeen (17) weeks of pregnancy leave. Additionally, Employees are eligible for up to thirty-five (35) weeks of parental leave. The parental leave must commence immediately following the pregnancy/maternity leave if taken by the mother. If such leave is taken by the father, four (4) weeks' notice must be given. The same criteria, applies to adoption leave and such leave begins on the day the child comes into the Employee's care.

Employees on maternity/parental leave may keep their Group Life, Dental & Health coverage's, and the Plan is cost shared for **ninety (90)** days. After **ninety (90)** days, the Employee may discontinue coverage or assume responsibility for both the Employee and the Employer cost of the Plan through monthly post-dated cheques.

Employees granted maternity leave, parental leave or adoption leave shall continue to accumulate seniority as though they were actually working.

18.06

Court Leave – A leave of absence, with pay, shall be given to an Employee, other than an Employee who is on a leave of absence without pay or under suspension, who is required to serve on a jury and an Employee given such leave of absence pursuant to this clause shall have deducted from his/her salary an amount equal to the amount the Employee receives for such duty.

- a) Employees subpoenaed by the courts involving matters relating to the Employer will be compensated in wages or time off as determined by the Employer.

18.07

Where a permanent Employee is required to take a mandatory training course to upgrade or maintain their existing skills, upon successful completion, the Employer will pay the expense of such training including lost wages, if any. When two (2) opportunities have been offered by the Employer and the Employee has been unable to attend without reasonable excuse, it is then the Employees responsibility to acquire the training on their own.

18.08

If an Employee is scheduled off during mandatory in-service training, equal time off will be provided at a later date. Staff who are on their day off and are scheduled for mandatory training shall be given twenty-four (24) hours' notice of mandatory training being cancelled and twelve (12) hours' notice if mandatory training is cancelled for inclement weather. If this is not done, staff will be compensated for three (3) hours pay

18.09

Leave for Storm or Hazardous Conditions – It is the responsibility of the Employee to make every 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:

- take the absent time as unpaid leave; or
- deduct the absent time from accumulated holiday time or vacation; or
- when the Employee has no entitlement to accumulate paid leave, the Employee may, at the discretion of the Employer, make up the absent time as the scheduling allows.

18.10

When an Employee attends a meeting, at the Managers request, on their scheduled time off, they will be compensated for time spent at such meeting at the regular rate of pay with a minimum time of one (1) hour.

18.11

Leave for Crime Related Child Death or Disappearance - An Individual who has been employed by the Employer for a period of at least three (3) consecutive months and is the parent or guardian of a child who dies or disappears, and it is probably considering the circumstances that the child has died or disappeared as the result of a crime, is entitled to an unpaid leave of absence of up to one hundred & four (104) weeks in the case of a death or fifty-two (52) weeks in the case of a disappearance, in accordance with the Labour Standards Code.

18.12

Critically Ill Adult Care leave – An Individual who has been employed by the Employer for a period of at least three (3) consecutive months in entitled to an unpaid leave of absence of up to sixteen (16) weeks to provide care to a critically ill adult family member in accordance with the provisions of the Labour Standards Code.

ARTICLE 19 – WOMEN’S ADVOCATE

19.01

The parties recognize that female Employees may sometimes need to discuss, with another women, matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women’s shelters to assist them in dealing with other issues.

For this reason, the parties agree to recognize the role of Women’s Advocate in the workplace. The Women’s advocate will be determined by the Union from amongst the female Bargaining Unit Employees. The Advocate will meet with the female members as required, to discuss problems with them and refer them to the appropriate agency when necessary.

ARTICLE 20 – PAID EDUCATION LEAVE (PEL)

20.01

The Employer agrees to pay into a special fund an amount of two hundred & fifty dollars (\$250.00) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON M2H 0A8

The Employer shall approve Education Leave for the members of a Bargaining Unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer for such selection. Employees on PEL leave of absence will continue to accrue seniority and service. **Unifor Local 4600 will commit to providing this education as often as possible to Employees of Community Housing.**

ARTICLE 21 – PAID DOMESTIC VIOLENCE LEAVE & DISCIPLINE PROTECTION

21.01

The Company agrees to recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, counsellor) a woman who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation. If work performance can be linked to the abusive or violent situation, the Employer will take that into account in any disciplinary action. Employees shall be entitled to leave for domestic violence in accordance with the Labour Standards Code.

ARTICLE 22 – LABOUR MANAGEMENT COMMITTEE

22.01

The parties agree to maintain a Joint Labour Management Committee for the purpose of fostering better day-to-day communications and achieving and maintaining a mutually beneficial relationship.

22.02

The Labour Management Committee will have no authority to change, delete or modify any of the terms of the existing Collective Agreement, nor to settle grievances arising under the Collective Agreement.

22.03

The Committee shall be composed of four (4) members representing the Union and four (4) members representing Management.

ARTICLE 23 – DURATION OF AGREEMENT

23.01

This Agreement becomes effective **April 1, 2022** and remains in force and in effect until **March 31, 2025**.

ARTICLE 24 – BENEFITS

24.01

Pension Plan – The Employer and the Employee shall each make contributions at a rate of five percent (5%).

- 1% increase in matching contributions from 5% to 6% effective date of ratification
- 1% increase in matching contributions from 6% to 7% on March 31, 2024

24.02

Medical Benefits – Basic medical will be cost shared sixty-five percent (65%) by the Employer and thirty-five percent (35%) by the Employee. AD&D, Life Insurance & Dental will be cost shared fifty/fifty (50/50).

If an Employee is off work due to illness and is not receiving earnings from the Employer, the Employer will continue to cost share at fifty percent (50%) of medical benefit premium for a period of ninety (90) days.

24.03

Benefits prorated for permanent part-time workers.

ARTICLE 25 - WAGES

25.01

Wages (Economic Adjustments)

Current \$20.33

April 1, 2022 1.5% economic adjustment \$20.63

April 1, 2023 Classification Adjustment:

Residential Rehabilitation Worker (RRW) Classification Adjustment		
	Hourly Rate @ 2080 Hours	Annual rates
Step 1 (start):	\$21.4712	\$44,660
Step 2 (after year 1):	\$21.9096	\$45,572
Step 3 (after 2 years):	\$22.3567	\$46,502
Step 4 (after 3 years):	\$22.8130	\$47,451
Step 5 (after 4 years):	\$23.2784	\$48,419

April 1, 2023 1.5% economic adjustment:

Residential Rehabilitation Worker (RRW)		
	Hourly Rate @ 2080 Hours	Annual rates
Step 1 (start):	\$21.7933	\$45,330
Step 2 (after year 1):	\$22.2382	\$46,256
Step 3 (after 2 years):	\$22.6921	\$47,199
Step 4 (after 3 years):	\$23.1552	\$48,163

Step 5 (after 4 years):	\$23.6276	\$49,145
-------------------------	-----------	----------

April 1, 2024 3% economic adjustment:

Residential Rehabilitation Worker (RRW)		
	Hourly Rate @ 2080 Hours	Annual rates
Step 1 (start):	\$22.4471	\$46,690
Step 2 (after year 1):	\$22.9054	\$47,643
Step 3 (after 2 years):	\$23.3728	\$48,615
Step 4 (after 3 years):	\$23.8499	\$49,608
Step 5 (after 4 years):	\$24.3364	\$50,620

March 31, 2025 0.5% economic adjustment:

Residential Rehabilitation Worker (RRW)		
	Hourly Rate @ 2080 Hours	Annual rates
Step 1 (start):	\$22.5593	\$46,923
Step 2 (after year 1):	\$23.0199	\$47,881
Step 3 (after 2 years):	\$23.4897	\$48,859
Step 4 (after 3 years):	\$23.9691	\$49,856
Step 5 (after 4 years):	\$24.4581	\$50,873

Shift and Weekend Premiums

Shift Premium

- Increase of ten (10) cents (\$0.10) effective the date of ratification. (effective rate of \$2.35)

Weekend Premium

- Increase of ten (10) cents (\$0.10) effective the date of ratification. (effective rate of \$2.35)

25.02

The wage increase quoted above will be paid retroactive to April 1, 2022.

RETROACTIVITY

This agreement shall be for the period commencing on April 1, 2022 and ending March 31, 2025.

All Employees on staff as of the date of execution of this Collective Agreement will receive retroactivity on all hours paid. Such retroactivity will be paid within thirty (30) days of the date of ratification for all present employees.

For clarity, the parties agree that persons who were employees in the bargaining unit and are no longer employees in the bargaining unit as of the date of execution of this Collective Agreement are employees who are entitled to the benefit of the retroactive effect of this Collective Agreement. The Employer shall be responsible to contact in writing at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized Officials or their Representatives as of this 12 day of January 2022. ³

FD.
[Signature]

FOR:

FOR:

UNIFOR, Local 4600:

CAPE BRETON COMMUNITY HOUSING ASSOCIATION:

Susan Fusi
Lynne McLarron
Lisa MacArthur
Jamie Pollock

Heide Frost
Lesley Punny
[Signature]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIFOR LOCAL 4600
AND
CAPE BRETON COMMUNITY HOUSING ASSOCIATION**

WHEREAS the parties recently completed a Collective Agreement;

AND WHEREAS the parties wish to pursue certain matters outside the Collective Agreement;

AND WHEREAS the parties wish to make sure certain issues are followed up during the course of this Collective Agreement.

BE IT RESOLVED parties agree to the following:

1. The parties, Cape Breton Community Housing Association and Unifor Local 4600, will continue to discuss efforts to have its Employees/Members eligible for the NSHA Pension Plan;
2. The Employer, Cape Breton Community Housing Association will make inquiries into whether medical benefits are available to retired Employees who wish to pay one hundred percent (100%) of the premiums; and
3. The parties agree to ongoing discussions involving the Dental Plan and particularly with increasing its benefits for orthodontic care from one thousand dollars (\$1,000.00) to fifteen hundred dollars (\$1,500.00).

ALL OF WHICH IS AGREED UPON WHEREOF the parties hereto have executed these presents the day and year first written above.

SIGNED, SEALED & DELIVERED this 12th day of Jan, 2022/3

FOR:
UNIFOR, Local 4600

FOR:
CAPE BRETON COMMUNITY HOUSING
ASSOCIATION

F.D.


Susan Yee

[Signature]

SG\pycope343
2022 Negotiations:
CBCA & Unifor Local 4600