

**COLLECTIVE AGREEMENT**

**Between**

**LOUISDALE COMMUNITY HOMES ASSOCIATION  
(Hereinafter referred to as the “Employer”)**

**and**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION  
(Hereinafter referred to as the “Union”)**

**February 2, 2017 to October 31, 2019**

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## **PREAMBLE**

**WHEREAS** Louisdale Community Homes Association is a not-for-profit Agency providing residential and support services for adults with intellectual disabilities, and exists to enhance each person's potential to live, work and socialize within the community in the most independent, least restrictive and most inclusive manner;

**AND WHEREAS** the parties recognize that the purpose of the organization is to provide support to persons with disabilities which are integrative, individualized, social role valorising, respectful of their dignity and rights, and consistent with the principles and philosophy of the organization;

**AND WHEREAS** it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, Employees and the Union, to improve the quality of service and to promote the well-being and the increased effectiveness of its employees;

**NOW THEREFORE**, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment as follows:

## ARTICLE 1 – DEFINITIONS

- 1.01 (a) Bargaining Unit or Local Union means all Employees employed by the Employer who are members of NSGEU Local 105.
- (b) Business Day means Monday to Friday of each week, but excluding paid holidays pursuant to Article 20.01.
- (c) Casual Worker is one hired for temporary additional workload or to replace a bargaining unit member, subject to article 1.01 (m) (ii). A Casual Worker is one who is not a Permanent Employee, Probationary Employee or Term Employee. A Casual Worker is not a member of the bargaining unit and is not covered by the Collective Agreement.
- (d) Classification means the position an Employee holds as outlined in Appendix A.
- (e) “Day” means a period of eight (8) hours for the purposes of calculating leave benefits, unless specified otherwise in a particular article.
- (f) Employee shall mean a Probationary, Permanent Full-time or Permanent Part-time one, except for Appendix B where it shall mean a Term Employee. An Employee is included in the bargaining unit.
- (g) Employer means Louisdale Community Homes Association.
- (h) A Permanent Full-time Employee (hereinafter Full Time Employee) means one who occupies a permanent position in the Bargaining Unit, has completed the probationary period and who is scheduled to work the standard hours of work designated in Article 14.01 on a regularly scheduled, recurring, and continuing basis.
- (i) A Permanent Part-time Employee (hereinafter Part Time Employee) means one who occupies a permanent position in the Bargaining Unit, has completed the probationary period and who is scheduled to work the standard hours designated in Article 14.02 on a regularly scheduled, recurring and continuing basis.
- (j) Probationary Employee is one appointed to a permanent position but has not completed the probationary period as set out in article 10.01. The probationary employee is entitled to all the benefits of the collective agreement except where expressly provided otherwise.
- (k) Seniority means the length of continuous employment from date of hire to a permanent Bargaining Unit position, except as calculated in accordance with Article 30.

- (l) Spouse means husband, wife, common-law or same sex partner, except as prohibited by law.
  - (m)
    - (i) A Term Employee is one hired from outside the bargaining unit to fill a term position. A Term Employee is a member of the bargaining unit while working in the term position and is covered only by those provisions of the Collective Agreement outlined in Appendix B. The Term Employee is not considered to be permanent but is filling a temporary vacancy.
    - (ii) Term Position is one that will be vacant for a specified period of time exceeding three (3) months but not to exceed fifty-two (52) weeks due to the absence of a Permanent Employee or for additional temporary staffing. The fifty-two (52) week period may be extended by mutual agreement of the parties.
    - (iii) For greater clarity, a Permanent Employee working in a term position shall maintain their permanent status and coverage under the Collective Agreement.
  - (n) Union means the Nova Scotia Government and General Employees Union.
- 1.03 Unless any provision in this Agreement otherwise specified, the plural includes the singular, and vice versa as the context may require.
- 1.04 Unless any provision into his agreement otherwise specified, plural include the singular, masculine includes the feminine, and vice versa as the context may require.

## ARTICLE 2 - RECOGNITION and NEW CLASSIFICATIONS

- 2.01 The Employer recognizes the Union as bargaining agent for Employees as defined in Article 1.01 (f) employed by Louisdale Community Homes Association, Louisdale, NS, work in classification(s) set out in Appendix "A-1", but excluding Casual Workers, supervisors and those above the rank of supervisor, and those excluded by subsection (2), Section 1 of the *Trade Union Act*
- 2.02 Notwithstanding Article 2.01, the parties agree that each House Supervisor is a management position but may perform up to forty percent (40%) bargaining unit work on a regular basis.
- 2.03 Notwithstanding any other provisions of this agreement, assignments of bargaining unit Employees to the Supervised Living Program are at the sole discretion of the Employer and such assignments do not constitute a difference between the parties and therefore are not subject to the grievance procedure.

- 2.04 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work to the extent that such work results directly in the layoff or reduction of hours of a Permanent Employee.
- 2.05 No Employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.
- 2.06 New Classification
- (a) When a new classification is established, the Employer will provide the Union with a position description for the new classification setting out the bundle of duties for that classification.
  - (b) If it is agreed that the new classification will be a bargaining unit position, the pay rate shall be as negotiated between the parties. In the event the parties are unable to agree on the pay rate, and in the absence of a provincial comparator as provided by the Department of Community Service, the position will be submitted to a job evaluation system for pay rate determination.
  - (c) If the parties are unable to agree on the new classification being included in the bargaining unit, the matter will be referred to the Nova Scotia Labour Relations Board for resolution.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The management and direction of Employees, operations and services is vested exclusively in the Employer. All functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.
- Nothing in this Agreement shall be deemed to restrict management in any way in the performance of all functions of management, except those specifically abridged or modified by this Agreement.
- 3.02 The Employer, the Union, and all Employees agree to co-operate in enforcing health, safety, and other regulations.
- 3.03 The Employer agrees that its rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 3.04 The Employer reserves the right to delegate its authority in any manner it sees fit under this Agreement.

## ARTICLE 4 – DISCRIMINATION

- 4.01 Neither the Employer, the Union, nor any person acting on their behalf shall discriminate against any Employee on the basis of the prohibited grounds as set out in the Human Rights Act.
- 4.02 (a) Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment.
- (b) The Employer, in consultation with the Union, shall establish a harassment policy.
- (c) The Union may file a grievance where it is alleged the Employer has failed to follow the harassment policy.
- 4.03 Same Sex Family Status
- Any applicable family oriented benefits shall be available to families with same sex spouses.
- 4.04 The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.

## ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The employer shall not cause a lockout and an employee shall not strike during the term of this agreement.
- 5.02 The words “strike” and “lockout” shall be as defined in the *Trade Union Act*.

## ARTICLE 6 - UNION ACTIVITY

- 6.01 The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of management personnel to the N.S.G.E.U.
- 6.02 On request of the Union with at least two (2) weeks notice where possible, and where operational requirements permit, leave of absence without loss of pay or benefits may be granted for Employees to attend to Union business.

- 6.03 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than two (2) Employees, and will recognize and deal with the said Committee with respect to negotiations for a renewal of this Agreement. Time off for negotiations shall be subject to operational requirements.
- 6.04 The Employer will continue the wages and benefits of the Employees. The Union will reimburse the Employer for all costs related to the wages and benefits of the Employee granted time off in accordance with Articles 6.02 and 6.03
- 6.05 (a) Subject to operational requirements, Bargaining Unit representatives may be entitled to leave their work during working hours in order to carry out their functions as specified in Articles 11 and 24 of this Agreement. The Employer will schedule business with the Bargaining Unit representative at the Employer's office, subject to availability. Permission to leave work during working hours for such purposes shall be first obtained from the executive director or designate.
- (b) Except as set out in 6.05(a), no Union activity or business shall be permitted in the homes or apartments operated by the Employer.
- (c) (i) When a steward is required to attend a formal grievance meeting during non-working hours because there is no other steward available, subject to 6.05 (c) (ii) the steward shall receive time off in lieu equivalent to time spent at the meeting, based on fifteen (15) minute increments, at a time mutually agreed between the Employer and Employee.
- (ii) The time will be taken when the supervisor determines there will be no cost to the Employer as a replacement will not be required, preferably within four (4) weeks of the formal grievance meeting.

6.06 Leave of Absence for the Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) An Employee who declares intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the intention to seek the office of the President.
- (b) An Employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) to be served.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).

- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All group insurance benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary and benefits shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of the term of office, the Employee shall be reinstated to the same or equivalent position held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave and with no loss of seniority for the period of absence.
- (h) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be paid out to the Employee at the time the leave commences.
- (i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Employee during the period of leave of absence. The Union shall also reimburse to the Employer the Employer's cost of re-certifications.

## ARTICLE 7 – CHECKOFF

- 7.01 The Employer will deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees in the Bargaining Unit. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.
- 7.02 The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.
- 7.03 The amounts deducted from the pay of the Employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the NSGEU by the 15th of the month following the month the dues were deducted and shall be accompanied by

particulars identifying each Employee and the deductions made. The Employer shall advise the Union of any extended unpaid leaves of absence or terminations.

- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the operation of this article.

## ARTICLE 8 – UNION COMMUNICATIONS

- 8.01 Union may have a binder set up in the office of each home for the purpose of Union communication for all bargaining unit members.

## ARTICLE 9 – INFORMATION

- 9.01 (a) The Union agrees to supply the Employer with copies of the Agreement. The cost shall be shared between the Employer and the Union.
- (b) The Union will also provide the Employer with an information package. The Employer agrees to provide new Employees with a copy of the collective agreement and the information package upon hire.
- 9.02 Upon hiring, each Employee shall be provided with a written statement of the classification and employment status.
- 9.03 The Employer shall inform the Secretary of the Local of the hiring of a new Employee, of said Employee's name, date of hire, and classification.
- 9.04 Employees shall be provided with current position descriptions outlining the duties and responsibilities of their position. Upon request, the Union shall be provided a copy of the job descriptions.

## ARTICLE 10 - PROBATIONARY PERIOD

- 10.01 Employees newly hired to a permanent position shall serve a probationary period of one thousand five hundred sixty (1560) hours of active employment from start date in the probationary position. Active employment shall mean all hours worked. Upon successful completion of this period the Employee shall be granted permanent status and shall receive written confirmation of same from the Employer.

- 10.02 (a) The Employer may, before the expiration of the probationary period set out in Article 10.01, extend the appointment for a period as mutually agreed between the Employer and the Union, not to exceed five hundred and twenty (520) hours.
- (b) When an Employee's probationary appointment is to be extended as provided in Article 10.02(a), the Employer shall notify the Employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension in writing.
- 10.03 A Probationary Employee may be discharged during the probationary period at the Employer's sole discretion. In such cases, the Probationary Employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer acted in bad faith.
- 10.04 An Employee terminated pursuant to Article 10.03 shall receive one (1) weeks' notice of termination or equivalent pay in lieu of notice.
- 10.05 An Employee shall be compensated for all approved orientations or shadow shifts worked during orientation.

## ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 No Full Time or Part Time Employee shall be disciplined or discharged except for just and sufficient cause.
- 11.02 (a) When an investigation into allegations of harassment, (including bullying and violence in the workplace), discrimination, resident abuse, theft, leaving a resident unattended without authorization or a serious breach of the medication administration policy requires a meeting between the Employee against whom an allegation has been made and the Employer, the Employee shall be entitled to have a Union representative present if desired. The steward shall be compensated in accordance with Article 6.05 (c).
- (b) When the Employer decides to hold a meeting with an Employee to impose discipline, the Employee shall be advised in advance of that purpose so that the Employee may contact a Union representative to be present.
- 11.03 Where an Employee is suspended without pay or discharged, the Employer shall, within five (5) business days of the Employee being advised of the suspension or discharge, notify the Employee in writing stating the reason for the suspension or discharge, with a copy to the Union.

11.04 Where an Employee alleges that said Employee has been suspended without pay or discharged contrary to Article 11.01, said Employee shall lodge his grievance at the second stage of the grievance procedure, pursuant to Article 24.05 (b).

## ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 12.01 If a formal review of an Employee's performance is made, the Employee shall be given an opportunity to discuss, comment, and sign the review form in question to indicate that its contents have been read. A copy of any written review will be given to the Employee if requested.
- 12.02 Within two (2) full business days of providing a request to the Executive Director, Employees shall have supervised access to their personnel file and, upon request, shall be provided with a photocopy of any documents in the file.
- 12.03 Discipline imposed on an Employee shall not be introduced as evidence at the disciplinary hearing if the Employee was not informed of the disciplinary matter when it occurred.
- 12.04 (a) Subject to Article 12.04(b), where written documentation of disciplinary action exists in an Employee's file, and where formal disciplinary action has not occurred for a period of three (3) years after the date of the written documentation, that documentation shall be removed from the Employee's file. It is understood that the period of time referred to herein includes the disciplinary record of employees prior to signing the Collective Agreement.  
  
(b) When an Employee has been disciplined for a clerical error while following medication procedures and the error could not have resulted in jeopardizing the health and safety of the resident, the record of discipline shall be removed from the Employees file two (2) years after the date of the written documentation provided no formal disciplinary action for a medication error has occurred during the two (2) year period.

## ARTICLE 13 - JOB POSTING

- 13.01 (a) Permanent Position  
When a new position or vacancy occurs within the Bargaining Unit, and the Employer determines that the position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or vacancy in the General Communication Log for seven (7) calendar days.

- (b) **Term Position**  
A vacancy in a term position, as defined in Article 1.01 (m)(ii), that the Employer intends to fill shall be posted pursuant to Article 13.01(a).
- (c) The notice shall include but not limited to the following:
- (i) The designated location of the position,
  - (ii) Whether it is Full-time, Part-time, or Term,
  - (iii) If Term, the expected duration of the assignment,
  - (iv) The job requirements.

- 13.02 On job postings all candidates for the position will be assessed on the basis of their ability, qualifications and suitability. Where these are relatively equal, seniority shall be the determining factor.
- 13.03 An employee who is the successful applicant for a posted vacancy will be placed in the position on a trial period for up to five hundred and twenty (520) hours worked to determine if the Employee is satisfactory for the position. After the successful completion of the trial period, the appointment shall become permanent. If the Employer, at its sole discretion, determines during the trial period that the Employee is unsatisfactory, 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. In implementing the rearrangement of positions, no job postings shall be required.
- An Employee who determines that they are unable to perform the duties of the new position shall be returned to their former position pursuant to the above noted process.
- 13.04 Job postings may state a preference of gender for the purpose of personal care where such preference is otherwise demonstrably justified.

## ARTICLE 14 - HOURS OF WORK

### 14.01 Full-Time Employees

The regular hours of work for full-time employees shall be a minimum of seventy-eight (78) hours and a maximum of eighty (80) hours bi-weekly.

#### **14.02 Part-time Employees**

The regular hours of work for Part-time Employees shall be less than seventy-eight (78) in the two week pay period.

#### **14.03 (a) Changes to Master Schedule**

When it is deemed by the Employer that the master schedule for a work location must be changed due to operational requirements a minimum of four (4) weeks' notice will be given.

#### **(b) Changes to Individual Schedule**

Changes to an Employee's schedule may be made by the Employer provided twenty-four (24) hour notice has been given to the Employee. The twenty-four (24) hour notice may be waived with agreement of the Employee.

#### **(c) Posting of Master Schedule**

The Employer shall post the biweekly master schedule one (1) week in advance of its coming into effect.

#### **14.04 Exchange of Shifts**

(a) It is understood that on occasion circumstances may require an Employee to request a shift exchange. Subject to operational requirements, a shift may be exchanged between Employees. The exchange must be submitted for approval in writing to the Employee's supervisor at least two (2) business days prior to the exchanged shift. For greater clarity, shift exchange shall not be permitted where an Employee is attempting to change the posted schedule on a regular basis.

(b) Notwithstanding the foregoing notice period, the two (2) business days' notice may be waived by the Employer where the Employee is unable to provide such notice due to circumstances beyond the Employee's control, and providing the request is communicated by direct consultation with the Employee's supervisor. The request shall then be submitted upon approval.

(c) A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a change in an Employee's normal hours of work within a pay period.

14.05 (a) The Employer shall ensure that no employee is scheduled to work more than five (5) consecutive days in a two-week period with at least two (2) consecutive days off between any stretch of five (5) days which an Employee is required to work, unless mutually agreed between the Employee and the Employer.

- (b) For the purposes of Article 14.05, where an employee works a night sleep this shift will not be deemed scheduled work for the purpose of determining consecutive days worked.

#### 14.06 Staff Meetings

The Employer and Union agree that, notwithstanding any provision of the Collective Agreement between the parties to the contrary, Employees who attend staff meetings scheduled by the Employer outside their normal hours of work shall be paid at the Employee's regular rate of pay. The paid time shall not be included in the calculation of hours of work or overtime as set out in Articles 14.01 and 15.01 respectively of the Collective Agreement.

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

#### 14.08 Shift Report

Employees are required to be at the work place ten (10) minutes prior to commencement of their shift in order to complete their shift change duties.

#### 14.09 (a) Periods of Reduced Residency

For the purpose of this article the Christmas period shall be from December 20 to January 3.

- (i) During periods where staffing requirements are reduced as some residents leave the care of the organization or leave the home to attend overnight events the Employer will determine the staffing levels for this period. The employer will consult with Employees to determine their preference to either work, if work is available or take vacation or earned time during this period. Employee preference will be on the basis on seniority were there is a conflict regarding time off.
- (ii) In the event of any conflict between Article 14.09 and any other provision of the collective agreement, Article 14.09 shall prevail.
- (b) Staffed Overnight Trips
- (i) In staffing overnight trips the Employer shall first post for volunteers, with the assignment given to the employee(s) with the greatest seniority. Failing an adequate number of volunteers, the assignment shall be given to the employee(s) with the least seniority.

- (ii) Employees required to take residents on overnight outings shall be paid at straight time for all active hours worked, including travel, notwithstanding Article 15.01 (a) and ( b) . The applicable sleepover rates shall apply for the overnight portion of the outing.
- (iii) Where the overnight outing would result in an employee working in excess of the regular hours of work, upon request of the employee the employer will make every reasonable effort to reschedule the employee so that the employee does not work more than the regular hours of work during the pay period in which the outing occurs. In the event the employee's hours cannot be rescheduled, the employee may elect to not participate in the outing, or to participate and therefore be subject to the foregoing provisions.

#### 14.10 Night Sleep Shift

The night sleep shift shall be a period of ten (10) hours which includes two (2) active hours and eight (8) sleep hours. The two (2) active hours shall be paid at the regular rate of pay. An employee working a night sleep shall be paid the Nova Scotia minimum wage rate for each sleep hour.

#### 14.11 Notwithstanding any other provision of the collective agreement, the schedule for employees working in the ILS and Supervised Apartment Program shall be reasonably flexible to meet the needs of the persons supported. Therefore, prior to these programs coming into effect, the Employer will meet with the union to discuss the hours of work for said programs.

#### 14.12 Reduction of Hours

- (a) A reduction in hours means an Employee's regular contracted hours are reduced for a period greater than seven (7) calendar days.
- (b) When the reduction in hours is not mutually agreed between the Employee(s) and the Employer, the following conditions shall apply:
  - i. The reduction in hours shall affect the junior Employee(s) at the location where the reduction is required, subject to qualifications and ability as set out in Article 13.02.
  - ii. The affected Employee(s) shall receive ten (10) business days' notice of the pending reduction and the number of hours being reduced; except for ILS and supervised apartments, where the notice shall be forty-eight (48) hours.
  - iii. The affected Employee shall be given first opportunity to work available hours to the extent required to make the Employee whole.

"First opportunity" shall mean the affected Employee will be called for work first, subject to qualifications and ability as set out in Article 13.02.

- (c) Under no circumstances shall the affected Employee be entitled to work a shift that would result in overtime hours nor shall the Employer be required to split a shift in order to provide the affected Employee with additional hours.
  - (d) Article 14.12(a) and (b)(iii) will apply for twelve (12) months commencing the date of the reduction in hours, or until the affected Employee(s) has had their regular contracted hours restored, whichever occurs first.
- 14.13 Where a reduction in support hours to residents is required for a period of seven (7) days or less, and in consultation with the Union, the Employer will first examine the operational and financial feasibility of maintaining the normal hours of work for affected Employees. Where, in the opinion of the Employer, maintaining the normal hours of support in the home is not feasible, the Employer will next canvass Employees to determine their interest in using vacation or banked time for all or part of the reduction period.

The final step, if required, will be in accordance with Article 14.12(b) and (c), except that the notice period in 14.12 (b)(ii) shall be amended to twenty-four (24) hours.

## ARTICLE 15 - OVERTIME

- 15.01(a) Overtime for Full Time Employees shall apply to all hours worked in excess of eighty (80) hours worked in a bi-weekly pay period.
  - (b) Overtime for Part Time Employees shall apply to all hours worked in excess of forty-eight (48) hours per week
- 15.02 Overtime shall be paid at the rate of time and one-half (1.5) the Employee's regular rate.
- 15.03 All overtime must receive prior authorization of the Employer.

## ARTICLE 16 - STAFF TRAINING

### 16.01 Continuing Education

- (a) The Employer recognizes that staff training is an investment that benefits Louisdale Community Homes Association as a whole and will endeavour to evaluate staff training needs on an on-going basis.
- (b) When the Employer requests a staff person to attend a training course, the program and associate costs will be paid by the Employer and the Employee shall suffer no loss of wages as a result of attending the course, except that, notwithstanding Article 15:
  - i) An Employee requested by the Employer to attend a course on the Employee's day off will be paid his or her regular rate of pay to a maximum of eight (8) hours a day to attend the program, the employee may request to bank this time in lieu to their overtime bank.
  - ii) Where there is a difference between the hours of the course and the hours in the Employee's regular scheduled shift the Employer shall make every effort to schedule those hours within the same pay period;
  - iii) Where the Employee is scheduled to work a night awake shift either prior to and/or the day of the course the Employee shall be paid for one full shift and be rescheduled for the second shift.
- (c) In no event shall an employee be scheduled to work through combination of training and work in the home more than 10 hours without the consent of the employee.

### 16.02 Attainment of Core Competencies

- (a) It is the responsibility of each Employee to meet the minimum standards required by the Department of Community Services for the location in which they work. The Employer is not required to reimburse or fund an Employee for time and/or expenses incurred to complete the necessary training to meet the core competencies. Core competencies shall be as set out in Appendix "D"
- (b) In the event the Department of Community Services changes the minimum standards, and where such minimum standards require Employees to upgrade their qualifications as a condition of employment, the required course(s) will be provided by the Employer at no cost to the Employee. Wages for this training shall be as set out in 16.01(b) above. Appendix "D"

will be deemed amended to include the new course requirement and 16.03(a) will apply for re-certification.

#### 16.03 Recertification (Maintenance of Core Competencies)

- (a) It is the Employee's responsibility to maintain certification of the core competencies. The Employer will cover the cost of the training program. Except for first aid training as required by the Occupational Health and Safety Act, it will be the Employee's sole responsibility to attend the training program on Employee's time off. However, when an Employee attends the training on scheduled hours of work, such Employee shall suffer no loss of wages as a result of attending the course.
- (b) An Employee taking first aid training will be compensated in accordance with 16.01(b).

### ARTICLE 17 - TRAVEL

17.01 The Employer agrees to reimburse Employees for travel if prior authorization has been received. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on April 1 of each year such rate or any amendment of that rate should they occur.

### ARTICLE 18 – PAY PROVISION & JOB CLASSIFICATION

- 18.01 (a) The Employer shall pay the wage rate for classifications as set in Appendix "A".
- (b) Effective January 1st , 2018. Employees shall be paid bi-weekly by electronic funds transfer and on each payday shall be provided with an itemized record of wages and deductions.
- (c) Should the Employer make an error in excess of one hundred dollars (\$100.00) in an Employee's gross pay, this shall be corrected and the Employee shall receive the missed wages within two (2) full Business Days of the problem being reported to the Employer.
- (d) It is the responsibility of the Employee to accurately complete the signed time sheet and submit it to the Employer not later than Sunday 0900 hrs immediately following the end of the previous pay period. For greater clarity any error on or delay in submitting the time sheet resulting in a reduction or

delay in the Employee's pay is the Employee's sole responsibility and Article 18.01 (c) does not apply.

- (e) Employees shall be provided on a biweekly basis the balance of their sick and applicable earned time banks.

#### 18.02 Shift Differential & Weekend Premium

- (a) Shift Differential
- (b) Effective date of ratification of this agreement, Employees shall receive a shift differential premium of one dollar eighty-five cents (\$1.85) per hour for every regular hour worked between 7:00pm and 7:00am.
- (c) Weekend Premium  
Effective date of ratification of this agreement, Employees shall receive a weekend premium of one dollar eighty-five cents (\$1.85) per hour for every regular hour worked between midnight Friday and midnight Sunday.
- (d) The shift differential and weekend premiums shall not apply to any sleep hours worked on the night sleep shift.
- (e) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RRSP, or any other benefits under this agreement.

## ARTICLE 19 – VACATION

#### 19.01 Vacation Policy

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

#### 19.02 Vacation Entitlement For Full-Time Employees

Full-time Employees shall be entitled to vacation with pay at the following rates:

- (a) Less than two years (2) years Seniority– 6.67 hours for each full calendar month of paid employment (maximum of 80 hours per year)
- (b) After two (2) years to seven (7) years Seniority – 10 hours for each full calendar month of paid employment (maximum of 120 hours per year)
- (c) After seven (7) years to seventeen (17) years Seniority - 13.33 hours for each full calendar month of paid employment (maximum of 160 hours per year)

- (d) Effective April 1, 2018, after seventeen (17) years seniority – 16.67 hours for each calendar month of paid employment (maximum of 200 hours)

#### 19.03 Vacation Pay for Part-time Employees

- (a) Part-time Employees who have been employed for less than eight (8) calendar years shall be entitled to vacation pay of four percent (4%) of the Employee's biweekly wages. Employees who have been employed for more than eight (8) calendar years shall be entitled to vacation pay of six percent (6%) of the Employee's biweekly wages.
- (b) Part time Employees shall have their vacation time banked to be scheduled in accordance with this article. Any unused vacation shall be paid out on March 31 of each year.

19.04 Notwithstanding Articles 19.01 and 19.02, an Employee with a seniority date prior to the signing of the collective agreement shall not suffer any reduction in their vacation accumulation rate.

19.05 The Employer shall make every reasonable effort to schedule vacations as requested, where operational requirements permit. Vacations shall be scheduled in accordance with the following on the basis of bargaining-unit wide seniority applied on a work location basis.

- (a) June 15 to Sept 30  
For vacation during the period between June 15 and Sept 30 the request must be submitted prior to May 1st, in order for Seniority to be considered. The Employer shall respond to vacation requests for this time period by May 15th.

It is understood that no Employee shall be granted more than fourteen (14) calendar days off until all Employees have had the opportunity to choose vacation time during the summer period, and these fourteen days must be taken in two (2) blocks, each of up to seven (7) consecutive calendar days and may be taken consecutively or separately. For greater clarity, one seniority choice can include two separate block periods.

- (b) Oct 1 to June 14  
For vacation for the period between Oct 1 to June 14, the request must be submitted prior to September 1st, in order for Seniority to be considered. The Employer shall respond to vacation requests for this time period by Sept 15th.
- (c) Vacation requests received outside the above deadlines shall be granted on a first come, first serve basis, unless requests from two or more

Employees are made on the same day for the same vacation period in which case seniority shall be used to resolve the conflict. If the Employer is unable to grant the request, the Employer shall notify the Employee. The Employer shall respond to such requests within two (2) weeks of the date the request was submitted.

- (d) Where an employee's requested time cannot be granted in (b) and (c) above, the employee shall be given a reasonable opportunity to select alternate dates, in which case the Employer shall attempt to grant such request before considering the requests of less senior employees.
- (e) Vacation granted under (b) and (c) above shall be posted by the Employer no later than the Employer's response date in each of these provisions.
- (f) An Employee who transfers to another work location voluntarily shall not be entitled to exercise their seniority to affect previously approved vacations granted in accordance with (b) and (c) above.

19.06 Full-time Employees shall normally be required to take vacation in the vacation year in which it is earned; however, the Employee may request to carry over up to forty (40) vacation hours to the following year.

- 19.07
- (a) Upon separation from the Employer, an Employee shall be compensated for earned but unused vacation.
  - (b) An Employee who, upon separation from the Employer has been advanced vacation leave, shall repay the Employer for the vacation leave that was taken but not earned.

19.08 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty while on vacation leave or to cancel vacation once it has been approved. An employee who has incurred expenses related to his/her vacation and, subsequent to their vacation approval, has their vacation cancelled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists. The employee shall be required to submit proof of expenses when making a claim for reimbursement.

19.09 Reinstatement of Vacation Upon Recall

The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated to the vacation bank for use at a later date.

#### **19.10 Illness or Injury During Vacation**

If an Employee becomes ill or injured during a period of vacation and requires admission to hospital, and such illness or injury is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the Employee will be granted sick leave and her vacation credits restored to the extent of the sick leave. The form is to be provided to the Employer immediately upon the return of the Employee. If the Employee does not have access to the Employer's form, the Employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) The date the Employee was examined by the physician;
- (b) The date the Employee became ill or injured;
- (c) The nature of the illness or injury;
- (d) Dates the Employee was hospitalized.

#### **19.11 A Probationary Employee shall accumulate vacation in accordance with this article, however shall not be entitled to take vacation until completion of the probationary period.**

### **ARTICLE 20 – PAID HOLIDAYS**

#### **Full-time Employees**

##### **20.01 The following shall be paid holidays for Full-time Employees:**

- (a) New Year's Day  
Heritage Day (Feb)  
Good Friday  
Easter Sunday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving  
Remembrance Day  
Christmas Day  
Boxing Day
- (b) For the purposes of Article 20 "day" shall mean the Full-time Employees regular bi-weekly hours paid divided by ten (10).

## 20.02 Full Time Employees

### (a) Holiday Pay on Day Off

When a holiday listed in Article 20.01 falls on the Full Time Employee's scheduled day off, a Full-time Employee shall receive one (1) day's pay for the holiday.

### (b) Holiday Worked

(i) A Full-time Employee who works on New Year's Day, Good Friday, Canada Day (July 1st), Labour Day, Christmas Day or Heritage Day shall be paid one and one half (1.5) times the regular rate of pay for all hours worked on the holiday and receive one day's pay for the holiday.

(ii) A Full-time Employee who works on Easter Sunday, Victoria Day, Civic Holiday, Thanksgiving Day, Remembrance Day or Boxing Day shall receive the regular rate of pay for all hours worked in addition to the one day's pay for the holiday.

(c) An Employee shall be entitled to a paid holiday pursuant to article 20.01(b), providing he/she has worked his/her scheduled working days immediately preceding and immediately following the holiday, unless on an approved paid leave of absence on those scheduled working days or on approved unpaid leave of absence on either or both of those days, but otherwise actively employed for the majority of the pay period in which the paid holiday falls.

(d) Employees will receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

(e) When the calendar date of a designated holiday falls within a period of sick or vacation leave with pay and the Employee would have been scheduled to work that day, the holiday shall not count as a vacation or sick day.

## 20.03 Part Time Employees

(a) Part Time Employees shall receive two-point three percent (2.3%) of regular biweekly pay in lieu of statutory holidays designated in the Labour Standards Act (New Year's Day, Nova Scotia Heritage Day, Good Friday, Canada Day, Labour Day and Christmas Day).

- (b) A Part Time Employee who is scheduled to work and works a paid holiday pursuant to 20.03(a) shall be paid time and one half (1.5) the Employee's regular rate of pay for each hour worked on that day.

## ARTICLE 21 – LEAVES OF ABSENCE

### 21.01 Special Leave Without Pay

An Employee may, upon request and at the sole discretion of the Employer, be granted special leave without pay provided the leave is for a period greater than one (1) month and not greater than one (1) year.

- 21.02 With the exception of the specific continued coverage provided under Article 21.08(d), while on an approved leave of absence without pay of more than two (2) weeks duration (including Pregnancy, Adoption, Education and general leaves), there is no accumulation of any benefits under the contract (sick leave, holidays, vacations, etc.).

### 21.03 Bereavement Leave

- (a) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive calendar days, commencing the day following the death. "Immediate family" is defined as the Employee's father, mother, legal guardian, brother, sister, spouse (including cohabitation of more than one (1) year), child, ward, grandchild, father-in-law, mother-in-law, or any relative permanently residing with the Employee.
- (b) An Employee shall be entitled to three (3) consecutive calendar days, bereavement leave with pay, commencing the day following the death, of the Employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) An employee shall be entitled to one (1) day leave with pay for the purpose of attending a service of an employee's aunt, uncle, niece or nephew
- (d) In addition, if a death occurs in (a) or (b) above when the Employee is at work or on the day the Employee is scheduled to go to work, then the Employee shall be granted bereavement leave with pay for the remainder of the Employee's shift for that day.
- (e) The above entitlement is subject to proper notification being made by the Employee to the Employer.

- (f) In determining bereavement leave, if an Employee's shift falls on any of the days in (a) and (b) above, the shift will be with pay. A day shall equal all hours scheduled to be worked by the Employee on the day taken as leave.
- (g) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided the Employee requests the leave in advance and operational requirements permit. Employer will respond to requests as soon as reasonably possible.
- (h) The Employee may defer a portion of the Bereavement Leave to accommodate a funeral service that is not held at the time of death referred to in (a) and (b) above. The Employer may request proof of same at its discretion.

#### 21.04 Court Leave

- (a) Leave of absence with pay shall be granted to an Employee, other than an Employee on leave of absence without pay or on suspension, who is required to serve on a jury or to appear as a witness on behalf of the Employer in a work-related matter.
- (b) An Employee granted leave of absence with pay to serve on a jury shall receive full pay and will reimburse the Employer any stipend the Employee receives for such jury duty.

#### 21.05 Pregnancy Leave

A pregnant employee, who has been employed by her Employer for at least one year, shall be granted pregnancy leave in the following manner:

- (a) an unpaid leave of absence of seventeen (17) weeks will be granted;
- (b) an Employee shall as soon as reasonably possible, but in no case later than the seventh (7th) month, forward to the Employer a written request for pregnancy leave;
- (c) the Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of the delivery;
- (d) the pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;

- (e) pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;
- (f) the Employer may require a pregnant employee, who has been employed by the Employer for at least one year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected. A pregnant employee who has one year seniority may take an unpaid leave of absence when said Employee reasonably believes that can no longer perform the duties of the position, or is in an environment that may be of risk to said Employee and the unborn child.

#### 21.06 Parental Leave

- (a) An Employee who has been employed by the Employer for at least one year and who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer notice of the date that the Employee will begin the leave and the date the Employee will return to work.
- (b) The parental leave of an Employee, who has taken a pregnancy leave and whose new-born child or children arrive at the Employee's home during pregnancy leave;
  - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
  - (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.
- (c) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.

#### 21.07 Parental Leave for Adoptive Parents

An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. This leave:

- (a) shall begin on the date coinciding with the arrival of the child or children in the Employee's home; and

- (b) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.

## 21.08 Resumption of Work

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with 21.09(a)(ii).
- (b) An Employee is entitled to only one interruption and deferral of leave pursuant to Article 21.08 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 21.05, 21.06 and 21.07 the Employer shall permit the Employee to resume work:
  - (i) in the position held by the Employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
  - (ii) with no loss of benefits accrued to the commencement of the leave; and
  - (iii) with no loss of seniority for the period of absence.
- (d) While an Employee is on pregnancy, parental or adoptive leave, the Employer shall maintain coverage for group insurance benefits and shall continue to pay its share of the premium costs for maintaining such coverage during the period of pregnancy, parental, or adoptive leave.

## 21.09 Notice for Leaves

- (a) An Employee shall give the Employer four (4) weeks' notice of
  - (i) the date the Employee will begin pregnancy leave or parental leave; and
  - (ii) the date the Employee will return to work upon completion of the leave unless the Employee will take the maximum leave to which the Employee is entitled.
- (b) Notice given pursuant to Article 21.09(a) may be amended from time to time by the Employee:

- (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before the earlier date;
  - (ii) by changing any date in the notice to a later date if notice is amended at least four (4) weeks before the original date; and
  - (iii) by adding the date that the Employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.
- (c) The Employee shall give the Employer as much notice as reasonably practicable of:
- (i) the date the Employee will begin pregnancy leave, where advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from pregnancy;
  - (ii) the delivery where the actual delivery occurs sooner than expected;
  - (iii) the first arrival of child or children in the Employee's home where that arrival is not anticipated or occurs sooner than reasonably expected;
  - (iv) the return to work of the Employee pursuant to Article 21.08(a); and
  - (v) the resumption of parental leave by the Employee in accordance with Article 21.08(a) and 21.09(a) does not apply.
- (d) Notice shall be put in writing where the Employer so requests.
- (e) Upon the request of the Employer, where an Employee takes parental leave, pursuant to Article 21.07, interrupts and defers leave, pursuant to Article 21.08(a), or gives notice pursuant to Article 21.09(a), the Employee shall provide proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof for the purpose of this section.

## 21.10 Paid Leave for Birth of Child

On the occasion of the birth of an Employee's partner's child an Employee shall be granted eight (8) hours special leave with pay to be taken during the mother's

confinement to hospital. This leave may be divided into two (2) periods and granted on separate days.

#### 21.11 Compassionate Care Leave

Employees shall be entitled to a leave of absence without pay to a maximum of twenty-eight (28) weeks for compassionate care, in accordance with section 60E of the Labour Standards Code.

#### 21.12 Leave for Family Illness

In the case of illness of a member of an Employee's immediate family who permanently resides with the Employee, and when no one at home other than the Employee can provide for the needs of the ill family member, the Employee may be granted paid sick leave for up to three (3) days per calendar year. The sick leave shall be deducted from the Employees sick leave entitlement pursuant to Article 22.01. The request for leave must be made to the Employee's immediate supervisor prior to the leave. Immediate family shall mean the Employee's husband, wife, son, daughter, father or mother.

### ARTICLE 22 – SICK LEAVE

#### 22.01 Sick Leave Defined

- (a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the Employee is not otherwise receiving pay for that day, that the Employee has sufficient sick leave credits and provided the Employee satisfies the Employer of the Employee's condition in the manner determined by the Employer pursuant to Articles 22.03 and 22.04.
- (b) Any misrepresentation by the Employee in relation to sick leave shall be considered serious misconduct subject to discipline.

#### 22.02 Amount of Sick Leave

- (a) A Full-time Employee shall earn eight (8) hours sick leave for each full month of paid employment, up to a maximum accumulation of three hundred twenty (320) hours.
- (b) A Part Time Employee shall earn prorated sick leave based on the Part Time Employee's contracted hours worked to a maximum accumulation of three hundred twenty (320) hours.

## 22.03 Employer Notification and Workplace Coverage

- (a) In any case of absence of an Employee due to sickness, the absence shall be reported to the Employer at least one (1) hour before the start of a day shift and at least four (4) hours before the start of any shift commencing 1pm or later.
- (b) The Employer shall be responsible for coverage at work in any case of absence of an Employee due to a sickness.

## 22.04 Sick Leave Administration

- (a) When sick leave is requested, the Employee upon return to work shall provide the Employer with a self-verifying proof of illness form as prescribed by the Employer.
- (b) The Employer may request proof of illness from a legally qualified health care practitioner for extended absences due to illness, excessive sick leave usage or where the Employer has concerns regarding the pattern of sick leave usage. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- (c) Employees are obliged to adhere to treatment plans to validate the need for paid sick leave and to support the earliest return to work and the Employer may make reasonable inquiries to confirm that the Employee is sick and that he/she is complying with reasonable treatment plans to support his/her earliest possible return to work.
- (d) The Employee may be required to provide information to the Executive Director regarding the nature of the illness or injury and the duration or expected duration of the absence, the fitness of the Employee to return to work, any limitations associated with the fitness of the Employee to return to work, and whether the illness or injury is bona fide. Where the Employer requires a Fitness to Work assessment and report the associated costs will be paid by the Employer.

The executive director shall not release any information to the manager/supervisor of the employee except the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide.

- (e) The Employer may require that the Employee be examined by an alternate medical practitioner. The Employer shall be responsible for paying the cost of the examination and/or health report provided to the Employer, if said cost is not covered by the Nova Scotia Medical Services Insurance (MSI) programs or the Employer's group insurance plan.
- (f) If such documentation is not completed and produced the time absent from work shall be deducted from the Employee's pay.

#### 22.05 Leave for Personal Preventative Care

Employees shall be allowed paid sick leave of absence up to three (3) days per annum, in order to engage in personal preventative medical and dental care, provided the Employee has sufficient sick leave credits.

#### 22.06 Unpaid Sick Leave

An Employee who is off sick beyond their entitlement for paid sick leave or on Employment Insurance sick benefits shall be considered to be on unpaid medical leave of absence provided there is a reasonable expectation that the Employee will return to work. The Employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on the Employee's ability to return to work within a reasonable period of time and the provisions of Article 22.04 shall apply. Where the prognosis is that the Employee is unlikely to return to work within a reasonable period of time, the Employee's employment shall terminate and the Employer may fill the position on a permanent basis.

#### 22.07 Any medical information in the hands of the Employer shall only be disclosed with the written consent of the Employee or as otherwise required by law.

### ARTICLE 23 - LAYOFF, RECALL AND RESIGNATION

#### 23.01 Layoff means the termination of employment due to a reduction in the workforce due to operational requirements.

#### 23.02 When a layoff is to occur, the Employer will consult with the Union as soon as reasonably possible with a view to minimizing the adverse affects of the decision to layoff Employees.

#### 23.03 Step 1- Voluntary Reduction in Hours

- (a) Where layoff is required, the first step in the process will be to identify an Employee(s) who volunteers to reduce his/her hours of work or take a voluntary layoff.

- (b) Where there are more volunteers than required, the selection shall be by seniority.
- (c) The foregoing process shall be conditional on qualifications and ability.
- (d) In the event there are no volunteers, Article 23.04 shall apply.

#### 23.04 Step 2 – Layoff

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, the least senior Employee(s) shall be laid off within the job classification, providing the senior Employees being retained have the qualifications and ability to perform the work.
- (b) The process pursuant to 23.04 (a) shall not include the right to an increase in hours of work.
- (c) The Employer shall notify Employees who are to be laid off at the earliest possible time, but not less than two (2) weeks prior to the effective date of layoff. If the Employee has not had an opportunity to work the days as provided in this Article, the Employee shall be paid for the days for which work was not made available.

#### 23.05 Recall

- (a) Laid off Employees will have the right to recall for twelve (12) consecutive months following date of layoff, however this shall not result in an Employee moving from part-time to full-time hours.
- (b) Employees shall be recalled in order of their seniority, provided they have the qualifications and ability to perform the work.
- (c) In the event an Employee accepts occasional or short term work with the Employer, the twelve (12) month recall period shall not be deemed to be interrupted nor will notice of layoff be required when the work assignment is completed.
- (d) An Employee who is recalled to work shall return to the services of the Employer within two (2) weeks of notice of recall. If the Employee fails to return at that time, the name will be struck from the seniority list and the Employee shall have no further employment status with the Employer.

- (e) An Employee on layoff shall be responsible for providing the Employer with his/her most recent address and telephone number.
- (f) No new Employees will be hired until those who are on layoff have been given an opportunity of recall.

#### 23.06 Resignation

If an Employee desires to terminate employment, the Employee 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.

#### 23.07 The Employer will not contract out work that is normally performed by Employees if, as a direct result, an Employee will be laid off or will have a reduction in contracted hours, and the Employee is qualified to perform the work.

### ARTICLE 24 – GRIEVANCE & ARBITRATION PROCEDURE

#### 24.01 Definition

A complaint or grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. A complaint is not considered a grievance until such time as the specific articles of the Collective Agreement that are alleged to have been violated are identified on the grievance form.

#### 24.02 Complaint / Grievance Procedure

##### STEP ONE - Complaint:

- (a) The Employee will first discuss the complaint with the Executive Director or designate within ten (10) business days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the Employee. The Supervisor shall give a response to the complaint within ten (10) business days of the meeting.
- (b) If the Employee's Step One Complaint is not discussed with the Supervisor within the ten (10) business days, the complaint will be deemed to have been abandoned and cannot be reopened.

##### STEP TWO – Grievance:

If the Employee does not receive written satisfactory settlement from the supervisor, the Employee shall file a grievance in writing to the Executive Director within ten (10) business days from the date the Employee received or ought to

have received the supervisor's step 1 response. The parties shall meet within fifteen (15) business days from receipt of the grievance in an attempt to settle the matter. The Executive Director shall respond within five (5) business days following the meeting.

**STEP THREE – Referral to Arbitration:**

Failing a satisfactory settlement being reached in Step 2, if the Union decides to refer the dispute to arbitration, such referral shall take place within fifteen (15) business days of the date the Employee received or ought to have received the decision of the Executive Director in Step 2.

**24.03 Right to Union Representative**

If the Employee presents a grievance in person, at any step the Employee has the right to be accompanied by a representative of the Union.

**24.04 Extension of Time Limits**

At the request of either party to this agreement, it may be mutually agreed to extend the time limits specified herein.

**24.05 (a) Policy Grievance**

A policy grievance is one where either party disputes the general application or interpretation of this Agreement. A policy grievance shall be initiated at Step 2 of the grievance procedure within twenty (20) business days after the circumstances giving rise to the grievance occurred or ought reasonably to have come to the attention of the party. A policy grievance shall not apply in cases of individual grievances and, for greater clarity, no individual remedy shall be available.

**(b) Suspension Without Pay or Discharge.**

Where an Employee alleges suspension without pay or discharge contrary to Article 11, the grievance shall be filed at Step Two of the grievance procedure within twenty (20) business days of the Employee receiving written notice of the suspension without pay or discharge.

**(c)** If a grievance pursuant to 24.05 (a) or (b) is not filed within the twenty (20) business days, the grievance will be deemed abandoned and cannot be reopened.

**24.06 An Employee shall not be entitled to file a Step 2 grievance without the written approval of the Union.**

**24.07 Replies to be in Writing**

Replies to grievances shall be in writing at all stages.

#### **24.08 Voluntary Mediation**

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour. It is agreed that if voluntary mediation is utilized, neither party shall be deemed to have waived its right to proceed to arbitration unless the parties agree that the voluntary mediation recommendations shall be binding upon both parties.

#### **24.09 Appointment of Single Arbitrator**

Where the parties are agreed that a matter should be referred to a single arbitrator and:

- (a) they are able to agree upon the arbitrator, then such arbitrator shall be properly appointed;
- (b) they are unable to agree upon the arbitrator, then the Minister of Labour for Nova Scotia shall appoint.

#### **24.10 Appointment of Arbitration Board**

- (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration, it shall be dealt with by an arbitration board.
- (b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
- (c) The other party shall name its appointee within seven (7) days.
- (d) The two (2) appointees shall select a chairman by mutual agreement.
- (e) In the event that the appointees are unable to agree upon a chairman within seven (7) days, then the Chairman shall be appointed by the Minister of Labour for Nova Scotia.

#### **24.11 Arbitration Fees and Expenses**

- (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.
- (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 Chair, as provided in Section 43 of the Trade Union Act.

## ARTICLE 25 – GROUP INSURANCE BENEFITS

### 25.01 Group Benefit Plans

Subject to eligibility requirements in the plan policies, all Permanent Full-time and Permanent Part-time Employees shall participate in the following group insurance benefits: life insurance, accidental death and dismemberment (AD&D), extended health care and dental insurance benefits.

25.02 (a) The Employer and the Employee shall cost share on a 65/35 basis respectively the premiums for extended health care; and on a 50/50 basis for dental.

(b) The Employee shall pay the full premium cost of Life, AD&D, Dependent Life.

25.03 Participation shall be mandatory for Life, AD&D.

25.04 Participation in the extended health care and dental insurance plans shall be mandatory except for an Employee whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.

### 25.05 Participation While on Unpaid Leave

An Employee who is on an approved unpaid leave of absence shall be entitled to continue to participate in the group life, accidental death and dismemberment (AD&D), health and dental insurance benefits plan provided:

- (a) the plan provider approves the continued participation;
- (b) the Employee reimburses the Employer for the Employer and Employee portion of the premiums;
- (c) the Employee's remittance to the Employer for payment of the benefits remain current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

## ARTICLE 26 – REGISTERED RETIREMENT SAVINGS PLAN

26.01 Each Permanent Employee shall contribute to the Group Registered Retirement Savings Plan (RRSP) upon successful completion of the probationary period. The Employer shall match Employee contributions to this plan at the rate of five percent (5%) of paid regular wages. The employee may make additional contributions not to exceed Canada Revenue Agency rules.

26.02 Participation in the Group RRSP is mandatory for all permanent full-time and part time Employees.

## ARTICLE 27 - COMPENSATION FOR INJURY ON DUTY

27.01 Employees who have been injured while on duty resulting in a time loss from work shall come off payroll from the date and time of injury and shall immediately apply for Workers' Compensation benefits.

27.02 (a) While awaiting approval of WCB the employee will be treated as on regular sick leave for the period said Employee is unable to perform the duties due to injury, which is limited to the existing sick leave credits in the Employee's sick leave bank. In the event the employee's claim is approved, the employee shall reimburse the Employer for the paid sick leave, less the amount owed to the employee pursuant to Article 27.02 (c), and the employee's sick leave bank will be credited an equivalent amount.

(b) In the event that the Employee's claim for Workers' Compensation is not approved the Employee shall be treated as being on regular sick leave for the period said Employee is unable to perform the duties due to injury, which is limited to the existing sick leave credits in the Employee's sick leave bank.

(c) In the event the Employee's claim for Workers' Compensation is approved, the Employer will pay the Employee seventy five percent (75%) of the regular pay for the first two (2) days of an injury or accident, provided the Employee is off for less than five (5) weeks, and provided the Employee has existing sick leave credits. If the Employee remains on Worker's Compensation benefits for more than five (5) weeks, the Employee shall reimburse the Employer for those two (2) days pay and the Employee's sick leave bank shall be credited accordingly.

27.03 (a) Subject to eligibility requirements in the plan policies and subject to Article 27.03(b), an Employee shall continue participation in the group insurance plan by contributing the share of the plan premiums for a period of six (6) months from the date of injury. Following expiration of this six (6) month period the Employee may choose to continue participation in the plan by paying one hundred percent (100%) of the premium.

(b) In order to be eligible for continued coverage under the group insurance plan, the Employee must be in receipt of temporary wage loss benefits from the Workers' Compensation Board and group insurance premiums must be provided to the Employer by post-dated cheques at commencement of the leave for each month of coverage.

## ARTICLE 28 - DAMAGE TO EMPLOYEE PROPERTY

28.01 Where the personal property of an Employee, necessary to the performance of the Employee's duties, is damaged by the resident in the execution of these duties, the Executive Director shall arrange to reimburse the Employee for reasonable expenses, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items include watches, glasses and clothing. This also includes damage to an Employee's vehicle, by the resident, while on duty.

## ARTICLE 29 - LABOUR MANAGEMENT AND SAFETY COMMITTEE

29.01 The Union and the Employer shall participate in a Labour Management Committee which shall consist of up to two (2) representatives each of the Union and the Employer. The chairing of meetings shall rotate between one of the elected members of the Local and the Employer. Minutes shall be kept of all Labour Management Committee meetings and shall be circulated to committee members for review and approval following the meeting. Upon approval the minutes will be circulated to the homes for inclusion in the Union binder.

29.02 Meetings of the Labour Management Committee shall be held at least three (3) times a year and will occur during normal business hours. Notwithstanding article 15.01, time spent by members of the Committee in the course of Committee duties will be at the Employee's regular rate of pay.

29.03 The Committee will discuss workplace matters brought forward by either party.

29.04 The Committee will act as members of the health and safety team and be responsible to oversee workplace health and safety matters pursuant to the duties outlined in the Employer's Occupational Health and Safety Policy.

## ARTICLE 30 – SENIORITY

30.01 (a) A seniority list shall be established for all Permanent Full-time and Permanent Part-time Employees showing their name and seniority date. If two or more are hired on the same date, a draw shall be conducted by the Union, in the presence of the Employer, to determine the seniority.

(b) Notwithstanding Article 1.01(k), a Term Employee hired directly to a permanent position without returning to Casual Worker status, shall have seniority back dated to date of hire in the Term Position upon successful completion of the probationary period.

30.02 The seniority list will be brought up to date in January of each year for the purpose of adding new Employees or deleting the name of any Employee who loses seniority, pursuant to Article 30.04. At each update, the seniority list will be placed in the Union binders. New Employees to the list shall have thirty (30) days following placement in the binder to file any corrections to the seniority list. In the absence of any corrections agreed to by the parties, the list shall be deemed accurate. Notwithstanding the foregoing, a clerical error by the Employer in compiling the list can be corrected at any time provided a review of earlier seniority lists confirms the clerical error.

30.03 A copy of the seniority list will be sent to The Nova Scotia Government and General Employees Union.

30.04 An Employee shall only lose seniority and be deemed to have terminated employment in the event of:

- (a) Resignation and the resignation has not been revoked by the Employee within forty-eight (48) hours of being served on the Employer.
- (b) Retirement.
- (c) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are circumstances beyond the Employee's control which prohibited the Employee from notifying the Employer.
- (d) Discharge; and the Employee is not reinstated.
- (e) Layoff which lasts more than twelve (12) consecutive months.
- (f) Being recalled to work from layoff and failing to return to work within two weeks of notice of recall. It shall be the responsibility of the Employee to keep the Employer informed of their current contact information. If the Employee fails to do this, the Employer will not be responsible for a failure of the notice to reach the Employee.

## ARTICLE 31 – APPOINTMENT TO A MANAGEMENT - EXCLUDED POSITION

### 31.01 Temporary Appointment

- (a) Where an Employee successfully competes for a temporary management-excluded position, the union shall grant an approved leave from the Employee's bargaining unit position to work in the excluded position. The Employee has a right to return to the bargaining unit position at the expiry of the leave, the employee shall retain seniority while in the management position for a period of up to twelve (12) months. This period may be extended by mutual agreement of the parties. At the expiration of the twelve months (12) period or its extension, the Employee shall lose all accumulated seniority.
- (b) While in the management position the Employee shall not pay union dues nor shall the union have a duty to represent the Employee in any matter arising out of his/her employment in the excluded position. However, the union reserves the right to represent the Employee in relation to their right to return to his/her bargaining unit position.
- (c) Should the Employee apply for another bargaining unit position while on an approved leave from their bargaining unit position, the Employee shall be considered an internal applicant.

### 31.02 Permanent Appointment

An Employee who successfully competes for a permanent management-excluded position shall have the right to return to his/her bargaining unit position, subject to Article 13.03. The employee shall retain seniority for a period of up to three (3) months in the management position. At the expiration of the three (3) month period, the employee shall lose all accumulated seniority. For greater clarity, Articles 31.01 (a) and (c) do not apply.

## ARTICLE 32 – HEALTH & SAFETY

### 32.01 The parties agree to be bound by the provisions of the Nova Scotia Occupational Health and Safety Act and regulations.

## ARTICLE 33 – ADVERSE WEATHER CONDITIONS

- 33.01 The Employer shall remain open during adverse weather conditions, and the Employees are expected to make every effort to report for work.
- 33.02 Employees shall notify their supervisor or designated alternate as soon as possible if they are not able to report to work.
- 33.03 If an Employee is unable to report to work or with permission of the Employer leaves work early because of adverse weather conditions, the Employee shall use earned time. If the Employee has no earned time, the absent time shall be taken as a leave without pay.
- 33.04 Individual or personal situations such as place of residence, family responsibility, car pools, etc., shall have no bearing on the application of this Article. Pursuant to Article 33.01, the expectation on all Employees shall be equal.

## ARTICLE 34 - DURATION, RETROACTIVITY AND REOPENER DURING TERM

- 34.01 This Agreement shall be effective from Feb 2, 2017 to October 31, 2019.
- 34.02 It is agreed that there will be no retroactive effect given to any article of this Collective Agreement or matter arising between the parties prior to the signing date except for wages as set out in Appendix “A-1”, unless expressly provided otherwise.
- 34.03 Wage rates for the Community Living Facilitator shall be as specified in Appendix “A” and are subject to Employees meeting the training standards as set out by the Department of Community Services.
- 34.04 After October 31, 2019, this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.
- 34.05 Reopener During Term of Agreement
  - (a) The contents of this agreement may be amended at any time by the mutual consent of the parties.
  - (b) In the event that one party wishes to amend a part of this agreement, it must submit, in writing, the request to the other party. The request must contain a description of the article(s) of the agreement that should be reviewed

- (c) If the parties agree on the amended language, it shall be deemed to be negotiated into and form part of the Collective Agreement.
- (d) The signatories to the amending document for the Union shall be the Employee Relations Officer, and for the Employer shall be the Executive Director and the Board Chair.

Signed at Halifax this 2<sup>nd</sup> day of July, 2017.

**LOUISDALE COMMUNITY HOMES ASSOCIATION**

Sheila Landry  
Sheila Landry

Trevor Boudreau  
Trevor Boudreau

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

Jason MacLean  
Jason MacLean

Jo-Ann Bailey  
Jo-Ann Bailey

Dawnie MacNeil  
Dawnie MacNeil

Darlene Warner  
Darlene Warner

Marlene Samson  
Marlene Samson

## APPENDIX "A" - WAGES

### A-1

<u>Classification</u>	<u>Effective Date</u>	<u>Hourly Wages</u>	
		<u>Step 1</u>	<u>Step 2</u>
<b>Residential Counsellor</b>	Date of signing	18.00	18.96

### A-2

An Employee will move to Step 2 upon successful completion of the probationary period.

### A-3

Any wage adjustment settlement or any adjustment to shift differential/weekend premium (Article 18.02) rates that applies to those Community Residential Agencies represented by NSGEU for the period from February 2, 2017 to October 31, 2019 will be applied to this agreement.

## APPENDIX "B"

### TERM EMPLOYEES

Notwithstanding the term "Employee" as used in the Agreement, and for greater clarity, Term Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

- |   |   |   |
|---|---|---|
| Article 1                                       | - | Definitions – In its entirety, except 1.01 (h), (i), (j), and (k).  |
| Article 2                                       | - | Recognition - In its entirety.  |
| Article 3                                       | - | Management Rights - In its entirety.  |
| Article 4                                       | - | Discrimination - In its entirety.   |
| Article 5                                       | - | Strikes and Lockouts - In its entirety.   |
| Article 6                                       | - | Union Activity Articles 6.01 and 6.05 only  |
| Article 7                                       | - | Checkoff - In its entirety.   |
| Article 8                                       | - | Union Communications - In its entirety.   |
| Article 9                                       | - | Information - In its entirety.  |
| Article 11                                      | - | Discipline and Discharge – Article 11.02 and 11.03 only.<br>Termination and Notice<br>The term appointment may be terminated at the sole discretion of the Employer upon providing the Term Employee with one (1) weeks' notice. However, if he/she has been in the term position continuously in excess of six (6) months the notice shall be two (2) weeks. |
| Article 12                                      | - | Employee Performance Review and Employee Files<br>Article 12.01, 12.02 and 12.03 only   |
| Article 13                                      | - | Job Posting<br>The Term Employee may apply for a posted permanent position.   |
| Article 14                                      | - | Hours Of Work - In its entirety.  |
| Article 15                                      | - | Overtime - In its entirety.   |
| Article 17                                      | - | Travel - In its entirety.   |
| Article 18                                      | - | Pay Provision and Job Classification - in its entirety.   |
| Article 19                                      | - | Vacations<br>The Term Employee shall receive four per cent (4%) vacation pay on wages earned during each pay period.  |
| Article 20                                      | - | Paid Holidays –if full-time, in its entirety, except 20.03. If part time, Articles 20.03 only.  |
| Article 21                                      | - | Leaves of Absence – Articles 21.03, 21.04 and 21.10 only  |
| Article 24                                      | - | Grievance and Arbitration - In its entirety.  |
| Article 27                                      | - | Compensation For Injury On Duty - In its entirety.  |
| Article 28                                      | - | Damage To Employee Property - In its entirety.  |
| Article 29                                      | - | Labour Management and Safety Committee - In its entirety  |
| Article 32                                      | - | Health and Safety- In its entirety  |
| Article 33                                      | - | Adverse Weather Conditions – In its entirety.   |
| Article 34                                      | - | Duration and Retroactivity - In its entirety  |
| Wages   | - | A Term Employee shall be paid at the Appendix "A" step 1 rate for the duration of the Term Position.  |
| Appendix "B" – Term Employees - In its entirety |   |   |

## APPENDIX "C" – MEMORANDUM OF UNDERSTANDING

### RE: LONG TERM DISABILITY

The parties agree that within 180 days of signing of this Collective Agreement the Employer will meet with representatives of the Union to discuss the options available for LTD coverage. The Union shall inform the Employer of the names of their representatives.

## APPENDIX "D" - Core Competencies

The core competencies required by the Nova Scotia Department of Community Services for Residential Rehabilitation Workers (Community Living Facilitators) are as follows: (as of June 2016)

1. Fire and Life Safety
2. Health and Personal Care
3. Medication Awareness
4. Individualized Planning
5. Crisis Intervention
6. Behavioural Supports
7. Standard First Aid/CPR