

COLLECTIVE AGREEMENT

between

COMMUNITY INCLUSION SOCIETY
(The “Employer”)

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(the “Union”)

July 16, 2015- June 30, 2016

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ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

In this Agreement,

- (1) **“Bargaining Unit”** means all full-time, part-time, temporary, term and probationary employees of Community Inclusion Society.
- (2) **“Casual employee”** means a person hired on a day-to-day basis or as relief for an employee in the bargaining unit. The Employer shall not employ a person on a casual basis to do work of the sort performed by employees in the bargaining unit where an employee can be appointed to the bargaining unit on a probationary, permanent or term basis.
- (3) **“Day”** except where otherwise provided, means Monday through Friday excluding holidays.
- (4) **“Employee”** means a person who is included in the bargaining unit.
- (5) **“Employer”** means Community Inclusion Society.
- (6) **“Full-time employee”** means one hired to work the full time hours of work as defined in this collective agreement.
- (7) **“Part-time employee”** means an employee who is hired to work on a regular basis but for less than full-time hours as defined in this collective agreement. A part-time employee shall receive the wage rates and applicable benefits on a pro-rata basis according to their paid hours of work, except as otherwise specified herein. When a regular part-time employee is employed, the employee will be advised of the number of shifts (hours) the employee will be expected to work.
- (8) **“Service”** means the total accumulated months of employment with the Employer, as an Employee since the last date of hire.
- (9) **“Term employee”** means an employee who is hired to replace an incumbent on an approved leave of absence in excess of three (3) months, but not to exceed two (2) years, unless extended by mutual agreement between the Union and the Employer.
- (10) **“Union”** means the Nova Scotia Government & General Employees Union.

ARTICLE 2 - UNION RECOGNITION AND SCOPE OF AGREEMENT

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for the employees covered by this Collective Agreement as described by Certification Order No.1004 of the Nova Scotia Labour Board.

2.02 No Discrimination for Union Activity

The Union and the Employer agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

2.03 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on any grounds defined in the Human Rights Act, S.N.S. 1991, c.12, except as authorized by the Human Rights Act, or any other law. These grounds include: age; race; religion; creed; sex; sexual orientation; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

2.04 Harassment

Cases of harassment related to the grounds listed in Article 2.03 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances shall be filed by the aggrieved employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Sexual harassment in the workplace is included in this Clause, and is defined as any sexually oriented practice that undermines a staff person's physical and/or emotional health or job performance, or endangers a staff person's employment status or potential.

2.05 Personal Harassment

Cases of personal harassment shall be a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Harassment is defined as deliberate action that ought reasonably to be known as unwelcome by the recipient and which serves no legitimate work-related purpose.

2.06 No Compulsory Retirement Age

There shall be no compulsory retirement age for staff.

ARTICLE 3 - APPLICATION

3.01 Application

This Collective Agreement applies to and is binding on the Union, the employees, and the Employer.

ARTICLE 4- FUTURE LEGISLATION

4.01 Future Legislation

In the event that any law passed by the Legislature applying to the employees covered by this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions of the Collective Agreement shall remain in effect for the term of the Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

- (a) The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the workforce are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- (b) The Employer reserves the right to delegate any authority under this Agreement.

5.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

5.03 Referral to Grievance and Arbitration Procedure

Should a question arise as to whether the exercise of management's rights is in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 6 - RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

The Employer shall not cause a lockout and an employee shall not strike.

ARTICLE 7 - UNION DUES CHECK-OFF

7.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the twice-monthly pay of all employees.

7.02 Notification of Deduction

The Union will inform the Employer of the deduction to be made under Article 7.01.

7.03 Remittance of Union Dues

The Employer shall send the amounts deducted under Article 7.01 to the Secretary-Treasurer of the Union by one monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

7.04 Tax Form

For each employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

7.05 Liability

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

ARTICLE 8 - UNION INFORMATION

8.01 Union Binders

The Employer will provide a binder, in each work location, for the purpose of posting of notices pertaining to elections, appointments, meeting dates, and news items, social and recreational activities.

8.02 Meeting Rooms

The Employer shall allow the Union to utilize meeting space at the Employer's premises for Union business outside operational hours at no cost to the Employer. The Union shall provide reasonable notice of the meeting and the Employer must provide prior approval. Such prior approval will not be unreasonably withheld.

ARTICLE 9 - INFORMATION

9.01 The Employer Shall Acquaint New Employees

- (a) The employer agrees to inform new employees that a collective agreement is in effect and with the conditions of employment contained within as they relate to union security and dues check off.
- (b) A Union Steward shall be given the opportunity to meet each new bargaining unit member during regular working hours, without loss of pay and with no additional cost to the Employer, for a maximum of fifteen (15) minutes. Such time shall be arranged between the Steward and their Supervisor.

9.02 Letter of Appointment

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's job title, pay rate and employment status, including a designation as to their percentage of full-time hours.

9.03 Job Description

Upon hiring, each new Employee will be given a copy of the employee's job description.

Upon request by an Employee, the Employer shall provide the job description outlining the duties and responsibilities assigned to the employee's position.

Review of job descriptions shall be done annually to ensure their accuracy.

9.04 Seniority List

An updated seniority list shall be posted in the workplace on April 1st each year. The list shall indicate each employee's name, date of hire and, for part-time employees, their hours worked. The Employer shall send a copy of this list to the Union.

9.05 Personnel Files

The President of the Union, or designate, shall, upon the written authority of an employee and with appropriate notice, be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.

Employees shall have access to their personnel file as so requested in writing one (1) week prior to access.

9.06 Evaluation Reports

The Employer shall apply an annual standardized process and form for evaluation of employees. Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. The employee shall sign the evaluation indicating that she has read it. An employee shall receive a copy of an evaluation at the time of signing.

ARTICLE 10 - APPOINTMENT

10.01 Probationary Period

A newly hired employee may be appointed to the employee's position on a probationary basis for a period of three (3) months. Before the end of the probationary period the Employer has the right to extend the probationary period for another three (3) months, with mutual agreement from the Union.

10.02 Confirmation of Permanent Appointment

The Employer shall, after an employee has served in a position on a probationary basis as per Article 10.01, confirm the appointment on a permanent basis.

10.03 Termination of Probationary Appointment

- (a) The Employer may terminate a probationary employee at any time with ten (10) days notice. The reasons for such termination will be given in writing to the employee and the Union not less than 10 days prior to the date of termination.

- (b) Where less notice in writing is given than provided for, employees terminated in accordance with Article 10.04 (a) will continue to receive compensation (that is, pay in lieu of notice) for the number of days prior to the date of termination.
- (c) If the Employer terminates the employee because of willful misconduct or neglect of duty, ten (10) days notice of termination or pay in lieu need not be given.

10.04 Permanent Employee

A permanent employee is one who is hired to work indefinitely on a full-time or part-time basis.

10.05 Term Appointment

- (a) A Term Employee is one who is hired to replace an incumbent on an approved leave of absence in excess of six (6) months, but not to exceed one (1) year, unless extended by mutual agreement between the Union and the Employer.
- (b) The Union shall be notified in writing of the expected duration for each term appointment.
- (c) If the Employer terminates the employee because of willful misconduct or neglect of duty, ten (10) days notice of termination or pay in lieu need not be given.

10.06 Termination of Term Appointment

- (a) The Employer may terminate a term employee at any time with ten (10) days notice. The reasons for such termination will be given in writing to the employee and the Union not less than 10 days prior to the date of termination.
- (b) Notwithstanding Article 10.07 (a), the employment of an employee hired to a term appointment shall end at the conclusion of the term.

10.07 Notification of Appointments and Terminations

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each employee in the bargaining unit within ten (10) days of their occurrence.

ARTICLE 11 - TIME OFF FOR UNION BUSINESS

11.01 Leave Without Pay

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;

- (b) as delegates to attend conventions of the union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for the attendance at meetings of standing Committees.
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour
- (e) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any employee who is granted leave under Article 11.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

11.02 Notification to Employer

The Union shall notify the Employer of the names of the local executive and any other committee members, i.e. stewards, Occupational Health and Safety, Labour Management, in writing.

11.03 Triennial Meeting

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave without pay, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Triennial Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names of the registered delegates to the Triennial Meeting of the Union at least three (3) weeks in advance of the Triennial Meeting.

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any employee who is granted leave under Article 11.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

11.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay up to a maximum of eighty (80) hours in total for two representatives of the bargaining unit for the purpose of preparing for and attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

11.05 Recognition, Rights and Duties of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of The Employer or her designate before leaving her work to perform her duties as a steward.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify Employer or her designate.

11.06 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved special leave.

11.07 Leave of Absence for Full-time Union President

The parties hereby agree that the following shall apply to an employee who is elected or appointed as the full-time President of the Union:

- a) An employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of President.
- b) An employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term(s) the employee is to serve.
- c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs a) and b).
- d) For the purpose of paragraphs b) and c), the leave of absence shall commence on July 1 and end on June 30.
- e) All 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.
- f) Notwithstanding paragraphs b) and e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union within a reasonable time.
- g) Upon expiration, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer, at a salary level commensurate with the position previously held. Where no such position is possible, Article 17 shall apply.
- h) Notwithstanding paragraph b) or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

- i) Notwithstanding the provisions of the collective agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, pension plan, and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Grievances

- (a) An employee who feels that they have been unjustly treated or considers themselves aggrieved by any action or inaction by the Employer, shall first discuss the matter with the Employer no later than twenty-five (25) days after the date on which they became aware of the action or circumstance. The employee may have a Steward or alternate present if so desired.
- (b) The Employer shall answer the dispute in writing within ten (10) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and referred to the Employer in writing.
- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

12.02 Union Approval

Where the grievance relates to the interpretation or application of this collective agreement or an Arbitral Award, the employee is not entitled to present the grievance unless they have the approval in writing of the union or is represented by the union.

12.03 Grievance Procedure

The following grievance procedure shall apply:

Step 1

If the employee(s) or the Union is not satisfied with the decision of the Employer the employee(s) may within ten (10) days of having received the Employer written answer, present the grievance in writing to the Employer. Failing satisfactory settlement within ten (10) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted at Step 2.

Step 2

Within ten (10) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing to the Board of Directors accompanied by any proposed settlement of the grievance and any replies at Step 1. The Board of Directors shall reply to the grievance in writing within ten (10) days of the next Board meeting. If

no Board meeting is held within thirty (30) days of the date the grievance was submitted at Step 2, the Union may refer the grievance to Arbitration under Article 13.

12.04 Union Referral to Arbitration

Failing satisfactory settlement at Step 2 or upon expiration of the Employer's response period referred to in Step 2 of the grievance procedure, the union may refer the grievance to arbitration under Article 13.

12.05 Union Representation

In any case where the employee presents their grievance in person or in any case in which a hearing is held on a grievance at any level, the employee shall have the right to be accompanied by a representative of the Union.

12.06 Time Limits

Time limits in this grievance procedure are discretionary.

12.07 Amending of Time Limits

The time limits set out in the grievance procedure or under Article 13 may be extended by mutual consent of the parties to this Agreement.

12.08 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the employer's Executive Director, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 13. This section shall not apply in cases of individual grievances.

ARTICLE 13 - ARBITRATION

13.01 Notification

After exhausting the grievance procedure, either party may notify the other party of its intention to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Agreement.

13.02 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.

13.03 Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 13.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

13.04 Arbitration Procedure

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

13.05 Arbitration Award

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the employer on an employee.

13.06 Arbitration Expenses

Each party shall pay the fees and expenses of its appointed member and one-half the applicable fees and expenses of the chair or single arbitrator.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01 Entries to Files

Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the employee's personnel file without prior knowledge of the employee affected. The Union shall also be made aware of any formal entry to any employee's personnel file.

14.02 Just cause

No employee who has completed their probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

14.03 Notification of Discharge and Suspension Without Pay

When an employee is discharged or suspended without pay, the Employer shall within twenty-four (24) hours notify the employee in writing by registered mail or by personal service, and shall notify the Union by Fax or by personal service, stating the reason for the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 1 of the grievance procedure.

14.04 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, adverse reports, and adverse employee evaluations. Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of one (1) year from the date it was issued, provided there have not been any further infractions of the same nature.

14.05 Right to Have Steward Present

An employee shall have the right to have their steward and/or Union representative present at any disciplinary meeting. Where the Executive Director intends to interview an employee for disciplinary purposes, the Executive Director shall notify the employee in advance, in order that the employee may contact their steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.

14.06 Joint Consultation

The parties agree to joint consultation on matters of common interest.

14.07 New Policies and Existing Regulations

The Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Employer in such a way as to affect employees covered by this Agreement, until such time as the Union has been given a reasonable opportunity to consider and consult with respect to the policy in question.

ARTICLE 15 – RESIGNATION AND TERMINATION

15.01 Notice of Resignation

An employee desiring to terminate their employment shall give a minimum notice of ten (10) working days in writing to the Employer. However, the Employer may accept a shorter period of time. The Employer shall acknowledge the resignation in writing.

15.02 Compensation for Entitlements

All employees shall be compensated for salary, overtime, and vacation entitlements not taken up to the date of termination, provided all recording is determined by the Employer to be complete and up to date.

15.03 Compensation for Employer

Employees shall compensate the Employer if the above entitlements have been taken in excess.

15.04 Withdrawal of Resignation

An employee, who has terminated their employment through resignation, may withdraw their resignation within three (3) days of the time it was submitted to the Employer.

ARTICLE 16 - SENIORITY

16.01 Definition of Seniority

"Seniority" - means the length of continuous employment dating from the last date of hire within the bargaining unit.

16.02 Seniority Information

The Employer shall post a current seniority list on April 1st of each year.

16.03 Loss of Seniority

An employee shall lose all accumulated seniority if:

- (a) the employee is discharged for just cause and is not reinstated.
- (b) the employee resigns and fails to withdraw as in Article 15.04
- (c) the employee is laid off for more than twenty-four (24) consecutive months without recall.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Layoff

Employees shall only be laid off because of reorganization, lack of work or lack of funds, provided that the Employer makes every reasonable effort to secure funding.

17.02 Union Consultation

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an employee(s).

17.03 Layoff Procedure

Employees shall be laid off in reverse order of seniority.

17.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and to the employee (s) who is/are to be laid off.

17.05 Recall

- (a) Employees shall be recalled in reverse order of layoff.
- (b) Employees on the recall list shall be given first option in order of seniority of filling any vacancy (-ies), including casual vacancies, providing they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.
- (c) An employee entitled to recall shall return to the services of the employer within two (2) weeks of notice of recall, unless on reasonable grounds they are unable

to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of the employee's same position classification title in which event they will be struck from the recall list. However, an employee's refusal to accept recall to their same position classification title at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which they are employed elsewhere.

17.06 Termination of Recall rights

The layoff shall be termination of employment and recall rights shall lapse if the layoff last for more than twenty-four (24) consecutive months without recall.

ARTICLE 18 - PROMOTIONS, JOB POSTINGS AND TRANSFERS

18.01 Job Posting: Internal

- (a) When a new position or vacancy is created within the bargaining unit, the Employer shall email each employee and post a notice of such new position or vacancy in the staff binder for a period of one (1) week. This shall include all regular positions and vacancies.
- (b) The notice of vacancy shall indicate:
 - (i) the job title;
 - (ii) the category of appointment (regular or term) and the expected duration of the appointment; and
 - (iii) whether the position is full-time or the applicable part-time designation.

18.02 Filling Vacancies

Where two or more employees apply for a position in the bargaining unit, the Employer shall award the position to the senior qualified candidate, provided they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.

18.03 Job Posting: External

Only those positions which cannot be filled with a qualified bargaining unit employee through the process cited above will be available for posting outside the bargaining unit.

18.04 Term Employees and Casuals

Neither term employees nor persons employed on a casual or temporary basis shall be used to avoid filling regular bargaining unit vacancies.

18.05 Time Limits for Filling Vacancies

- (a) Vacancies in term positions shall be filled within one (1) month of the posting of the term position.
- (b) Vacancies in regular positions shall be posted within one (1) month of the notice of termination, and shall be filled as soon as reasonably possible.

18.06 Return to Former Position

Permanent employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of the term.

ARTICLE 19 - PRESERVATION OF BARGAINING UNIT WORK

The Employer agrees not to hire persons outside the bargaining unit to perform the same or similar work as employees in the bargaining unit.

ARTICLE 20 – NO CONTRACTING OUT

The Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, without first offering it to bargaining unit members in order of seniority.

Furthermore, the Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, to avoid filling regular or term bargaining unit vacancies.

ARTICLE 21 - HOURS OF WORK

21.01 Hours of Work

Unless this Agreement provides otherwise, the hours of work shall be thirty seven point five (37.5) hours per week, Monday through Friday, 8:30am- 4:30pm.

21.02 Meal Breaks and Rest Periods

Meal breaks shall be one unpaid break of thirty (30) minutes, during each scheduled shift.

The Employer shall schedule two (2) paid rest periods of fifteen (15) minutes during each scheduled shift.

This does not preclude other arrangements acceptable to both the Employer and the Union, in variance to the foregoing.

21.03 Recall From Meal Breaks and Rest Periods

Should an employee be recalled to duty during the designated meal break as provided in Article 21.02 and the entire meal break cannot be rescheduled during the shift, the meal break shall be compensated for at the applicable overtime rate set out in Article 22.

Should an employee be recalled to duty during the time provided in Article 21.02, other than during the designated meal break, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the

break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 22.

21.12 Staff Meetings, Activities and Functions

Staff may be required to attend regularly scheduled staff meetings and other activities as directed by the Executive Director. Such meetings, activities and functions are time worked.

ARTICLE 22– OVERTIME

22.01 Definitions

- (a) “**overtime**” means authorized work in excess of an employee's regular hours.
- (b) “**time and one-half**” means one and one-half (1 ½) times the straight time rate

22.02 Allocation and Notice of Overtime

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement.

22.03 Union Consultation

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

22.04 Overtime Compensation

Time worked in addition to the regular scheduled shifts or time worked in a biweekly pay period that is in excess of the bi-weekly hours shall be compensated at the rate of one and one half (1½T) times the regular hourly rate for the overtime worked.

22.05 Overtime Meal Allowance

An employee, who is required to work a minimum of three (3) hours' overtime immediately following their scheduled hours of work and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to her place of work. Under such conditions the employee will receive reimbursement in the amount of \$15.00 through the payroll system.

22.06 Computation of Overtime

In computing overtime a period of thirty (30) minutes or less shall be counted as one-half ($\frac{1}{2}$) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

22.07 Form of Compensation

Compensation for overtime shall be granted in the form of time off in lieu of overtime worked.

22.08 Carry Over of Overtime

An employee may request to have accumulated overtime carried over for a maximum of twelve (12) months. Such a request shall not be unreasonably denied. If time off with pay in lieu of overtime hours has not been granted prior to the end of this time, compensation for overtime shall be paid within one (1) month of the twelve (12) expiry.

22.09 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.

22.10 Daylight Saving Time

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

22.11 Call-In

- (a) An employee required to report back to work after leaving the premises of the work location following completion of a shift, but before the commencement of the next shift or called back to work on a day the employee is not scheduled to work, except as required under Article 16, shall be granted a minimum of four (4) hours pay at straight time rates or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay shall not apply to part-time employees who are offered additional hours for a period of less than four (4) hours.
- (b) An employee on the Employer's premises prior to the commencement of her shift, who is requested to begin work by the Employer, shall be eligible for overtime rates for that period of time before her actual shift is scheduled to begin.

22.12 Compensation for Performing Other Duties

When an employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of her regular classification, they will be compensated for the overtime worked at the rate applicable to the duties

performed during the overtime but shall in no case be paid a rate lower than her regular overtime rate.

ARTICLE 23 – PAY

23.01 Pay

The rates of pay as set out in Appendix A shall form part of this Collective Agreement.

23.02 Pay days

Employees shall be paid biweekly.

ARTICLE 24 - PAID HOLIDAYS

24.01 Paid Holidays

“**Holiday**” means:

- (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement;
- (b) In any other case, the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- (c) Employees shall be granted the following paid holidays:
 - (i) New Year's Day
 - (ii) Good Friday
 - (iii) Easter Sunday
 - (iv) Victoria Day
 - (v) Canada Day
 - (vi) Natal Day
 - (vii) Labour Day
 - (viii) Thanksgiving Day
 - (ix) Remembrance Day
 - (x) Christmas Day
 - (xi) Boxing Day
 - (xii) Christmas Eve (1/2 day)
 - (xiii) Heritage Day

and any additional public holidays proclaimed by the Federal, Provincial or Municipal governments.

Accommodation for non-Christian religions

Employees who are members of non-Christian religions are entitled to up to three (3) days leave of absence without loss of pay or benefits per calendar year to observe spiritual or holy days. This shall be accomplished by the employee's using holiday or vacation time.

24.02 Compensation for Work on a Holiday

- (a) Where an employee is regularly scheduled to work, in accordance with Article 21, and their regularly scheduled day of work falls on a paid holiday,

as defined in Article 24.01, they shall receive compensation equal to three (3) times her regular rate of pay as follows:

- (i) compensation at one and two (2) times her regular rate of pay, including the holiday pay, for the hours worked on the holiday;
and
 - (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 24.02(a)(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

24.03 Holiday Coinciding with Paid Leave

When a day that is a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 25 – VACATIONS

25.01 Annual Vacation Entitlement

- a) An employee shall be entitled to receive annual vacation leave with pay:
- (i) each year during their first forty-eight (48) months of service at the rate of one and one-quarter (1 1/4) days for each month of service;
and
 - (ii) each year after sixty (60) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; and
 - (iii) each year after one hundred and twenty (120) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service; and
 - (iv) each year after two hundred and forty (240) months of service at the rate of two and one half (2 1/2) days for each month of service.

25.02 Vacation Rules

- (a) The vacation year shall be from April 1st to March 31st, inclusive.
- (b) The Union and the Employer recognize the need for employees to take their vacation.
- (c) For vacation time between April 1st and September 30th, employees shall make written request for vacation by February 15th and the Employer shall respond in writing by March 1st, indicating whether or not the employee's request is granted.

- (d) For vacation time between October 1st and March 31st, employees shall make written request for vacation by August 15th and the Employer shall respond in writing by September 1st, indicating whether or not the employee's request is granted.
- (e) Any vacation not requested by the deadlines outlined in articles 22.02 (c) and (d), may be requested and approved on a first come, first served basis.
- (f) Vacation shall be awarded based on seniority.
- (g) Employees shall earn vacation in advance after completing the probationary period, and utilize their entire vacation entitlement in the vacation year, unless there is mutual agreement between the Employee and Employer that the Employee may postpone a portion of her vacation to a subsequent year. The vacation schedule may be modified during the vacation year by mutual agreement of the Employee and Employer.
- (h) An Employee who, upon separation from Community Inclusion Society who has been advanced vacation leave, shall repay Community Inclusion Society for the annual vacation leave that was taken but not earned.
- (i) An Employee, upon separation from Community Inclusion Society, shall be paid for vacation leave which was earned but not yet taken.

25.04 Employee Request

Subject to the operational requirements of the service, the Executive Director shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Executive Director is unable to comply with the employee's written request, the Executive Director or delegated official shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

25.05 Unbroken Vacation

Where operational requirements permit, the Executive Director shall make every reasonable effort to grant to an employee their request to enjoy their vacation entitlement in a single unbroken period of leave.

25.06 Vacation Carryover

Up to five (5) days vacation leave may, with the consent of the Executive Director, be carried over beyond March 31 of the following year, but shall be paid out if not used before the close of that year. Requests for carryover entitlement shall be made in writing by the employee to the Executive Director not later than March 31st of the year in which the vacation is earned, provided however that the Executive Director may accept a shorter period of notice of the request. The Executive Director shall respond in writing within two (2) days of receiving an employee's request.

An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

25.07 Illness During Vacation

If an employee becomes ill during a period of vacation time, the employee shall be granted sick leave, and her vacation credit restored to the extent of the sick leave. The Executive Director may request a doctor's certificate in this case.

25.08 Borrowing of Unearned Vacation Credits

With the approval of the Employer, an employee, after two (2) years of service, may be granted five (5) days from the vacation leave of the next subsequent year.

25.09 Vacation Records

An employee is entitled to be informed, upon request, of the balance of their vacation leave with pay credits

25.10 Recall from Vacation

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

25.11 Reimbursement of Expenses upon Recall

Where, during any period of approved vacation, an employee is recalled to duty, they shall be reimbursed for reasonable expenses that they incur:

- (a) in proceeding to their place of duty; and
- (b) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled.

In addition to the above, an employee shall be compensated at two (2) times her regular rate of pay for time worked during the period of recall from vacation.

25.12 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 26 - LEAVES OF ABSENCE

26.01 Special Leave

The Executive Director, in any one year, may grant to an employee:

- (i) special leave without pay, for such period as the Executive Director deems circumstances warrant.
- (ii) special leave with pay for reasons other than those covered under sections 24.02 to 24.17 inclusive, for such period as the Executive Director deems circumstances warrant.

26.02 Co-ordination and Approval of Special leaves

Staff will co-ordinate with, and receive approval from, the Executive Director for special leave, which takes into consideration the ongoing programming and servicing needs of the Employer.

26.03 Combination of Leaves

Any combination of leaves in conjunction with vacation shall be coordinated with the Executive Director and shall take into consideration the ongoing programming and servicing needs of the Employer.

26.04 Bereavement Leave

- (a) In the event of a death of immediate family member, the employee will be granted five (5) consecutive days paid bereavement leave with an additional two (2) paid days for travel, if necessary, to mourn the loss of each loved one. An employee's immediate family is comprised of those people with whom the employee has a long-standing, close or intimate relationship. The relationship may be blood, partnership or intimate friend.
- (b) Every employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a colleague.
- (c) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (d) The Executive Director may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Executive Director for the death of persons other than the aforementioned family members.
- (e) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave, and be credited the appropriate number of days to her vacation or sick leave credits.
- (f) In the event that the funeral of a relative listed in Article 26.04 (a) occurs later than the period of bereavement leave, the Employee may defer the last day of bereavement leave until the day of the funeral.

26.05 Emergency Leave

Two days (2) with pay per annum may be granted to an employee in emergency or other extenuating circumstances. Additional time off, with or without pay, may be granted as necessary by the Executive Director.

26.06 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks, or longer if provided for in the Labour Standards Code,
- (b) An employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant employee shall provide the employer with a least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (g) Where notice as required under Article 24.06(f) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

26.07 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant employee or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.

- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 24.06 may be granted sick leave in accordance with the provisions of Article 25.

26.08 Parental Leave

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, upon giving the employer four (4) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- (b) Where notice is required under Article 24.08(a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.

- (c) **Parental Leave Following Pregnancy Leave**

The parental leave of an employee who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,

- (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work.
 - (ii) shall end not later than thirty-five (35) weeks, or longer if provided for in the Labour Standards Code, 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. The maximum combined pregnancy leave and parental leave to which an employee is entitled to is fifty-two (52) weeks.
- (d) **Parental Leave for Partner**
- The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 24.08 (c),
- (i) shall begin on such date coinciding with or after the birth of the child as the employee determines and;
 - (ii) shall end not later than fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

- (e) **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, or longer if provided for in the Labour Standards Code, This leave,

- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
 - (ii) shall end not later than fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, after the leave began
- (f) If both adoptive parents of a child or children are eligible for parental leave pursuant to article 24.08 (e), the total parental leave taken by both employees shall not exceed fifty-two (52) weeks.

26.09 Rights of Employees on Pregnancy or Parental Leave

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer at least ten (10) days notice.
- (b) When an employee reports for work upon the expiration of the period referred to in Article 24.06 or 24.08 she shall resume work in the same position she held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and her service and seniority shall be deemed to be continuous.
- (d) While an employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

26.10 Leave for Birth of Child/or Adoption

Where an employee's partner gives birth to a child, the employee shall be granted special leave with pay up to a maximum of five (5) days. This leave may be divided into five (5) periods and granted on separate days.

26.11 Compassionate Leave

Employees employed for more than 3 months are able to take up to 8 weeks unpaid leave during the maximum of a 26-week period to care for a seriously ill family member who has a high risk of dying within that 26-week period.

A family member is:

- Spouse, common-law partner, or domestic partner of the employee
- Child or parent of the employee
- Child of the employee's spouse, common-law partner or domestic partner

- Employees parent's spouse, or common-law partner or domestic partner

Employee's jobs are protected while on this leave.

Employees have to provide a medical certificate from a medical professional saying that their family member fits the above description.

Employees can choose to maintain a benefit plan at their expense, offered by the employer, while on the leave.

26.12 Professional Development Leave

Each employee shall be entitled to professional development leave, with pay, for the purpose of attending conferences, meetings, and/or workshops relative to their work, at the discretion of the Executive Director. As much as possible, money available for professional development shall be equitably distributed amongst employees.

The Employer agrees to the development of a committee comprised of Management and Employees, to discuss, review and develop professional development opportunities.

26.13 Education Leave

Extended education leave without pay may be granted by the Executive Director for up to one (1) year, taking into consideration the ongoing programming and servicing needs of the Employer.

To be eligible for education leave, an employee must have the equivalent of least two (2) years full-time service with Community Inclusion Society.

Employees interested in educational leave shall make application in writing to the Executive Director at least three (3) months prior to the date of requested leave.

26.14 Court Leave

Leave of absence with pay shall be given to every employee who is required to serve on a jury or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding (including arbitration) authorized by law to compel the attendance of witnesses before it. This provision does not apply to an employee on an unpaid Leave of Absence, except for work-related proceedings.

26.15 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence due to storm conditions or because of the condition of public streets and highways, must be;
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.

- (b) Notwithstanding 26.15(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 26.15(a)(i), (ii), or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time.
- (c) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 23.15 (a) (i), (ii), or (iii).
- (d) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, determine it appropriate to close the office(s) and any time missed from the shift in such circumstances will not be subject to the provisions of Article 23.15 (a) (i), (ii), or (iii).
- (e) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

26.16 Leave for Medical and Dental Appointments

Provided that the employee has sufficient sick leave credits, The Executive Director shall grant an employee paid leave of absence debited against sick leave credits for medical, dental or therapeutic appointment, subject to the following criteria:

- (i) Whenever possible, employees shall arrange medical, dental and therapeutic appointments outside normal working hours.
- (ii) The employee shall notify the Executive Director when she is taking time for medical, dental and therapeutic appointments.
- (iii) If an employee appears to be taking excessive time off for medical, dental or therapeutic appointments, the Executive Director may require proof of attendance at the physician's, dentist's or therapist's office.

26.17 Leave for Family Illness

In case of illness of a member of an employee's family the employee may be granted, upon approval, after notifying her Executive Director or designate, leave with pay up to five (5) days per annum.

26.18 Notice for Request for Leave

Requests for leave without pay shall be made to the Executive Director at least two (2) weeks prior to the expected need for leave, except in extenuating circumstances.

ARTICLE 27 - SICK LEAVE

27.01 Sick Leave Benefit

An employee may claim sick leave when they are unable to attend work due to personal illness or injury, provided they have the necessary sick leave credits.

27.02 Sick Leave Entitlement

An employee shall earn sick leave credits at the rate of one and one half (1.5) days for each calendar month for which the employee receives pay, to a maximum of eighteen (18) days per year, cumulative from year to year to a maximum accumulation of forty (40) days.

27.03 Sick Leave Records

An employee is entitled once each fiscal year to be informed, upon request, of the balance of their sick leave with pay credits.

27.04 Employer Approval

An employee may be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided the employee has the necessary sick leave credits.

27.05 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

27.06 Confidentiality of Health Information

All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law.

27.07 Report of Injuries

An employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of their duties to their immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

27.08 Proof of Illness

After five (5) consecutive days of sick leave, a doctor's certificate may be required.

27.09 Sick Leave Records

An employee is entitled to be informed, upon request, of the balance of their sick leave.

27.10 Notice

An employee who must be absent due to illness shall endeavor to notify the Executive Director or designate at the earliest possible time.

27.11 Term Employee

A term employee whose contract is renewed shall be entitled to sick leave credits accumulated during the previous period of employment.

27.12 Payment for Certificates and Examinations

Where, pursuant to this Collective Agreement, an employee is required to submit a report, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations forms or reports.

Where, pursuant to this Collective Agreement, an employee is required to submit a medical certificate, the Employee shall be responsible for paying the full costs of any medical certification.

ARTICLE 28- LABOUR MANAGEMENT AND SAFETY COMMITTEE

28.01 The Union and the Company shall participate in a Labour Management and Safety Committee which shall consist of up to two (2) representatives each of the bargaining unit and the Employer.

28.02 The Committee shall not have any powers to add to, modify or amend this Collective Agreement or with respect to its administration. The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

28.03 The Committee shall meet on a designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) working days prior to the meeting. Employee representatives on duty at the time of such a meeting shall not lose any pay while attending. Employee representatives off duty at the time of such meeting shall be compensated at the straight time rate for all time spent at the meeting, to be taken at a time mutually agreed. It is agreed that the Labour Management and Safety Committee meetings shall not last longer than one (1) hour, unless mutually agreed otherwise.

ARTICLE 29 - HEALTH AND SAFETY

29.01 Occupational Health and Safety Act

The employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7 (the Act). Any breach of the employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

29.02 Right to Refuse Work and Consequences of Refusal

In accordance with the provisions of Sections 43 and 44 of the Act, any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person, subject to the qualifications, limitations and procedures defined in Section 43 of the Act.

29.03 No Discrimination

Pursuant to Section 45 of the Act, the Employer shall not take, or threaten to take, discriminatory or other action against an employee because of that employee's assertion of her rights pursuant to this article or pursuant to the Act, or because of compliance with the Act or an order or direction made thereunder.

29.04 First-Aid and CPR Training

In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first-aid training and Cardio-Pulmonary Resuscitation (CPR) training for at least one employee in each work location, annually. Participation in this training will be paid.

ARTICLE 30 - AMENDMENT

30.01 Amendment

This Agreement may be amended by the mutual consent of both parties.

ARTICLE 31 - SUCCESSOR RIGHTS

31.01 Successor Rights

Where the Employer sells or transfers its business within the meaning of Section 31 of the Trade Union Act:

- (a) The employment of all employees in the bargaining unit shall continue without break or interruption;
- (b) All periods of employment recognized as service by the Employer shall be deemed service with the successor employer for all purposes and all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale;

- (c) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (d) The successor employer shall be bound by the Collective Agreement.

ARTICLE 32 - GROUP RRSP

32.01 Contributions

Each permanent employee shall contribute to the Group Registered Retirement Plan (RRSP). The Employer shall match employee contributions to this plan at the rate of two (2%) percent of regular wages. The Union and the Employer shall agree to rules governing the RRSP plan, copies of which will be available to all employees.

32.02 Participation

Participation in the Group RRSP is mandatory for all permanent full time and part time employees.

ARTICLE 33 – BENEFITS

33.01 Group Benefits

- (a) The Employer will continue to offer to all employees a group insurance and medical/dental benefit plan as exist at the coming into force of this Collective Agreement unless amended by mutual consent. Participation in such plans will be subject to meeting eligibility requirements as set by the insurance carrier(s).
- (b) The total cost of the Medical and Dental Plans (which includes vision care) will be divided between Employer and employee on a 50/50 basis.
- (c) Participation in the group insurance benefits package is a condition of employment. Employees covered by another plan may sign a waiver for the dental and/or medical coverage.
- (d) Eligibility for the group insurance benefits package becomes effective after three (3) months of employment.
- (e) The eligibility requirements, benefits and cost-sharing arrangement between an employee and the Employer are those specifically stated under the applicable insurance contracts.

33.02 Unpaid Leave and Benefits

Except as otherwise provided in this Agreement, an employee who is on an unpaid leave of absence, for any reasons, shall be entitled to continue to participate in the group insurance benefits outlined in Article 25.1, provided:

- (a) The plan provider approves the continued participation;

- (b) The employee reimburses the Employer for both the Employer and employee portion of the premiums; and
- (c) The employee's remittance to the Employer for payment of the benefits remains current to within 30 days of the date the Employer is required to remit payment to the plan provider.

ARTICLE 34 – DURATION

- 34.01** This Agreement shall be effective from July 16, 2015 to June 30, 2016.
- 34.02** Wage increases for the duration of the contract shall be as specified in Appendix "A".
- 34.03** After June 30, 2016, the 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 expiry of the Agreement.

DATED AT, Kentville, N.S. this 31st day of March, 2016.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Heather Tracey, Board Chair

Joan Jessome, President

Mary Fox, Executive Director

Lori Smith, Chief Negotiator

Jennifer Elliot

Richelle Brown Redden

Appendix A - PAY PLAN

Classification	Rate	April 1st, 2016 Increase 2%
Career Practitioner *	\$22.71	\$23.16
Career Practitioner	\$20.42	\$20.83
Career Practitioner/ Front End	\$20.42	\$20.83
Job Developer	\$20.41	\$20.82
Employment Maintenance Counsellor	\$18.73	\$19.10

*Grandfathered wage based on agreement with funder prior to imposed maximum allowable.

**THIS MEMORANDUM OF AGREEMENT
BETWEEN:**

Canadian Mental Health Association – Kings County Branch

and

Community Inclusion Society

and

The Nova Scotia Government and General Employees Union

Whereas:

1. Employment Nova Scotia's changes to the funding of employment services for Nova Scotians (the "Employment Services") have required a consolidation of the number of agencies providing such Employment Services throughout the province.
2. Pursuant to Employment Nova Scotia's funding objectives, and in cooperation, the Canadian Mental Health Association – Kings County Branch (CMHA-KINGS) and Community INC (COMMUNITY INC) have signed a Memorandum of Understanding dated September 13, 2016 to jointly provide Employment Services and agreed that COMMUNITY INC would be the contract holder of the 2016-2019 Nova Scotia Works Contract with Employment Nova Scotia.
3. Consequently, COMMUNITY INC was authorized as the Employer to employees engaged in providing Employment Services.
4. The Nova Scotia Government and General Employees Union (NSGEU) represents employees at both CMHA-Kings and COMMUNITY INC.

This Memorandum of Agreement ("MOA") is effective October 1, 2016.

Now therefore in consideration of the mutual promises exchanged herein and other good and valuable consideration, the adequacy and sufficiency of which is acknowledged by all parties, the parties agree as follows:

1. **Definitions**

- a) **Agreement** means this Memorandum of Agreement between CMHA-KINGS, COMMUNITY INC and the NSGEU.
- b) **Bargaining Unit** means the bargaining unit Local 51 as defined by the COMMUNITY INC Collective Agreement.
- c) **Collective Agreement** means the Collective Agreement between the Employer, COMMUNITY INC, and the Union and applies to the Employee(s), NSGEU Local 51.

- d) Employee(s) means an employee of COMMUNITY INC, who is listed in Schedule "A" and those who become Employees of the Employer on the Transition Date.
- e) Employer means the successor employer, COMMUNITY INC.
- f) Employment Services means services performed under the Nova Scotia Works funded program.
- g) Seniority means the length of continuous service commencing with the last date of appointment.
- h.) Transition Date means October 1, 2016, the date upon which the Employees of CMHA-KINGS (NSGEU Local 49) became employees of COMMUNITY INC (NSGEU Local 51).

2. Effective Date

The Agreement shall become effective on the Transition Date.

3. Recognition of Employee Service and Seniority

- a) All periods of employment recognized as service with CMHA-KINGS before the Transition Date shall be deemed service with the Employer for all purposes and all seniority rights of Employees shall be preserved and shall continue for all CMHA-KINGS employees transferring to the Employer.
- b) The employment of all Employees listed in Schedule "A" shall continue without break or interruption.

4. Terms of Employment

CMHA-KINGS is not party to the Terms of Employment.

The Terms of Employment for all Employees shall be the terms of the Collective Agreement currently in place for NSGEU Local 51 subject to the following amendments:

- a. The matching Employer pension contribution shall be set at a maximum of 6% for all employees;
- b. The hourly rate for all Employees has been adjusted effective October 1, 2016 to bring salaries more in line with similar agencies offering similar services (refer to Schedule "B").
- c. There will be a general 1% increase in salaries effective July 1, 2017
- d. The NSGEU and COMMUNITY INC agree that a, b and c above will not be on the table for negotiation at the next round of collective bargaining.

5. Rights and Obligations

- a) The Employer and the Union agree that effective the Transition Date the Collective Agreement, as amended above, will apply to the Employees.
- b) The Employer and the Union agree that this Agreement shall be incorporated into and form part of the Collective Agreements of both NSGEU Local 49 and NSGEU Local 51.

05. BM m7

6. Work Schedules, Vacation Schedules and Shift Arrangements

Until and unless changed in accordance with the Collective Agreement, all work schedules, vacation schedules, vacation carry over and accumulated banks and shift arrangements in effect prior to the Transition Date shall continue unaffected by the change in employment.

Dated at Kentville, NS this 29th day of November 2016

Signed on behalf of the Canadian Mental Health Association – Kings County Branch

B Main (Brenda Main, Executive Director)
(as authorized by the Board of Directors, CMHA-Kings)

Signed on behalf of the Community Inclusion Society

Mary Fox (Mary Fox, Executive Director)
(as authorized by the Board of Directors, Community Inclusion Society)

Signed on behalf of the Nova Scotia Government and General Employees Union

Lori Smith (Lori Smith)

SCHEDULE "A"

EMPLOYEE NAME	SENIORITY DATE
Michelle Ferdinand	December 1999
Jane de Witte	November 2008
Mark Eastman	April 7, 2014
Holly Woodworth	January 18, 2016

SCHEDULE "B" - PAY PLAN

Classification	Rate (Local 51)	Rate (Local 49)	October 1, 2016
Career Practitioner *	N/A	23.26 (Michelle)	23.26
Career Practitioner	20.83	N/A	21.95
Job Developer	20.82	18.75	21.34
Employment Maintenance Worker / Job Coach	19.10	18.75	21.34
Book-keeper / Administrative Assistant	18.17	17.77	19.00
Information and Resource Specialist	N/A	15.30	19.00
Front End Career Practitioner	20.83	N/A	N/A

Grandfathered - Michelle's wage is above the negotiated wage for Career Practitioner (2016 - 2019 Nova Scotia Works Contract) but the established wage has been honoured by the funder.