

COLLECTIVE AGREEMENT

between

LAING HOUSE
(the "Employer")

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(the "Union")

April 1, 2015 to March 31, 2018

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ARTICLE 1 – INTERPRETATION AND DEFINITIONS

1.01 Definitions

In this Agreement (which may also be referred to as "Collective Agreement").

- (1) **"Bargaining Unit"** means all Employees of Laing House other than those persons excluded by subsection 2 of Section 2 of the *Trade Union Act*.
- (2) **"Casual Employee"** means a person hired on a day-to-day basis or as relief for an Employee on the bargaining unit. Casual Employees are not included in the Bargaining Unit and are not covered by this Agreement.
- (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 Laing House Association and Laing House Foundation ("Laing House"); for the purposes of this Agreement, Laing House and Employer have the same meaning.
- (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. When a regular part-time employee is employed, she will be advised of the number of shifts (hours) she will be expected to work.
- (8) **"Service"** means the total accumulated months of full-time or part-time continuous paid employment, where the employment is either term or regular. One (1) month of service shall be credited to an Employee who receives salary for ten (10) days or more during that calendar month.
- (9) **"Term Employee"** means an Employee who is hired to replace an incumbent on an approved leave of absence or for a special project as determined by Laing House, not to exceed two (2) years unless extended by mutual agreement between the Union and the Employer. The Union shall be notified in writing of the expected duration for each term appointment.
- (10) **"Union"** means the Nova Scotia Government & General Employees Union.

- (11) **"Permanent Employee"** means one who is hired to work indefinitely on a full-time or part-time basis.
- (12) **"Spouse"** means husband, wife, and common law spouse. Common law spouse includes same sex partner in a common law relationship.

1.02 Gender

Unless any provision of this Agreement specifies otherwise, words importing the feminine gender shall include males and vice versa.

***ARTICLE 2 – UNION RECOGNITION AND SCOPE OF AGREEMENT**

2.01 Bargaining Agent Recognition and Purpose

The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement.

2.02 Purpose

The purpose of this Agreement is to promote and maintain a harmonious relationship between Laing House and the Union, to summarize more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may from time to time arise.

Subject to the terms of this Collective Agreement, the Union, Employer and the Employees agree to cooperate at all times to maintain and improve the quality of service and support to the members of Laing House, to create a welcoming, respectful, stable and collaborative environment for members that continues to foster member recovery through encouraging and facilitating peer support.

2.03 No Compulsory Retirement Age

There shall be no compulsory retirement age for staff.

2.04 No Discrimination

The Union and Employer agree that there will be no discrimination with respect to any Employee that is contrary to the *Trade Union Act*, *Human Rights Act*, or *Occupational Health and Safety Act*, as amended.

***2.05 Same Sex Family Status**

Any applicable family orientated benefits, e.g., bereavement leave, medical/dental, etc., shall be available to families with same sex spouses.

2.06 Respectful Workplace

The Employer, Union, and Employees will cooperate in fostering a respectful workplace. Harassment in the Laing House workplace is prohibited. Harassment means deliberate action that ought reasonably to be known as unwelcome by the recipient and which serves no legitimate work-related purpose. For greater certainty, legitimate disciplinary and coaching measures do not constitute harassment.

***2.07 Sexual and Personal Harassment**

The Employer shall provide and the Union and Employees shall support a workplace free from personal or sexual harassment and any other harassment based on the protected characteristics set out in Article 2.04. The Employer shall maintain a policy on workplace harassment.

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

The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and to enhance its public reputation and confidence and to direct its Employees to achieve Laing House's aim in such manner as Laing House determines.

5.02 Exclusive Function of Management

Without restricting the generality of Article 5.01, but subject to the provisions of this Collective Agreement, the Union recognizes the right of management to operate Laing House in a manner which meets the purpose set out in Article 2.02. The Employer shall have the exclusive right:

- (a) to hire, discipline, suspend and discharge for just cause, lay-off, transfer, classify, evaluate, promote and recall employees;
- (b) to establish rules, procedures, practices and policies to maintain efficient operation of Laing House in meeting its commitments and responsibilities;
- (c) to manage Laing House, and in particular to plan, direct, modify, cease programming and to modify the method of delivery as deemed necessary;
- (d) to utilize volunteers or to contract out services to assist in the delivery of the objectives of Laing House. Such volunteers or contracting out shall not be utilized in such a manner as to cause the lay-off of any full-time or part-time Employee.

ARTICLE 6 – RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

The Employer shall not cause a lockout and an Employee shall not strike during the life of this Collective Agreement.

6.02 Duty to Cross Picket Line

The Union and the Employees agree that notwithstanding any picket line or other strike activity, legal or illegal, that the Employees shall continue to perform their normal work duties, except in the case of a serious threat to the safety of the Employees.

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 bi-weekly 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 Canada Revenue Agency 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 Binders

The Union is permitted to maintain a binder containing Union information at the workplace.

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 Copies of Agreement**

The Employer agrees to supply copies of the Collective Agreement to:

- (a) each member of the bargaining unit within thirty (30) days of the signing of this agreement;
- (b) new employees that may join the bargaining unit during the life of this Agreement.

The Employer and the Union shall share equally the cost of printing such copies of the agreement in a mutually agreed format.

***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, salary rate and employment status, including an anticipated percentage of full-time hours, which may be subject to change by mutual consent.

9.03 Seniority List

An updated seniority list shall be provided to the Union on April 1st each year. The list shall indicate each Employee's name, date of hire and, for part-time Employees, their hours worked.

***9.04 Personnel Files**

The Employee or her Union designate shall be entitled to review an Employee's personnel file semi-annually in the office in which it is normally kept by providing 1 weeks' notice, or as it relates to a grievance with three (3) days written notice to the employer. The review shall take place in the presence of the Employee's manager or designate.

***9.05 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.

***9.06 Work Descriptions**

- (a) Upon request by an Employee, the Employer shall provide the work description outlining the duties and responsibilities assigned to the position. This work description may be modified by the Employer at any time with 30 days' notice.
- (b) The Employer shall notify affected Employees of any changes to the work description as soon as is reasonably possible.

***ARTICLE 10 – APPOINTMENT**

10.01 Probationary Period

A newly hired Employee may be appointed to her position on a probationary basis for a period of six (6) months. Before the end of the probationary period the Employer has the right to extend the probationary period for another three (3) months.

10.02 Confirmation of Permanent Appointment

The Employer shall, after an Employee has successfully served in a position on a probationary basis as per Article 10.01 confirm the appointment on a permanent basis. Such confirmation shall be provided in writing.

***10.03 Termination of Probationary Appointment**

The Employer may terminate the probationary appointment at any time during the probationary period with five (5) days written notice or pay in lieu. The reason for such termination will be given in writing to the Employee and the Union within five (5) days of the termination. The Union and the Employee shall only grieve such termination if it is arbitrary, discriminatory or in bad faith.

10.04 Term Appointment

- (a) A Term Employee is one who is hired to replace an incumbent on an approved leave of absence not to exceed two (2) years, unless extended by mutual agreement between the Union and the Employer.
- (b) The Employer may, where it is anticipated that a specific project will not exceed two (2) years in duration, appoint on a term basis employees required to carry on the project.
- (c) The Union shall be notified in writing of the expected duration for each term appointment.

10.05 Termination of Term Appointment

- (a) The Employer may terminate the employment of a Term Employee at any time with ten (10) days' notice or pay in lieu. The reason for such termination will be given in writing to the Employee and the Union within five (5) days of the termination. The Union and the Employee agree that any termination of a term appointment shall only be grieved if it is arbitrary, discriminatory or in bad faith.
- (b) Notwithstanding Article 10.05(a), the employment of an Employee hired to a term appointment shall end at the conclusion of the term.

10.06 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.

10.07 Professional Association Membership

The Employer will reimburse an Employee for the cost of a membership in an organization in cases where the membership is a requirement for the position with prior approval of the Employer.

***ARTICLE 11 – TIME OFF FOR UNION BUSINESS**

***11.01 Leave Without Pay**

At the Employer's discretion which shall be exercised reasonably and on 2 weeks' 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;
- (f) Triennial meeting of the Union.

If the Union so requests in writing, the Employer shall continue to pay the salary of any Employee who is granted leave under this Article and shall invoice the Union, and the Union shall pay an amount equal to the Employee's salary and benefits for the period of such leave within 30 days.

11.02 Notification to Employer

The Union shall notify the Employer of the names of the members of the Board of Directors and any other committee members.

11.03 Recognition, Rights and Duties of Stewards

- (a) 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.
- (b) 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.
- (c) A steward shall obtain permission of her immediate supervisor or designate before leaving her work to perform her duties as a steward.
- (d) Discussions between the steward and Employees shall take place during work breaks or other non-working hours, unless extraordinary circumstances require discussions during work hours. In the event of such extraordinary circumstances, the steward shall advise her immediate supervisor.

11.04 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.

11.05 Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with Appendix B.

***ARTICLE 12 – GRIEVANCE PROCEDURE**

12.01 Grievances

- (a) An Employee who feels that she has been unjustly treated or considers herself aggrieved by any action or inaction by the Employer, shall, within twenty (20) days of becoming aware of such action or inaction, first discuss the matter with her immediate supervisor. The Employee may have a steward or alternate present if so desired.
- (b) The immediate supervisor shall respond 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 a grievance.
- (d) Time limits in this grievance procedure are mandatory. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned and cannot be re-opened. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance.
- (e) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting 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 she has the approval in writing of the Union or is represented by the Union.

12.03 Grievance Procedure

The following procedure shall be adhered to in processing grievances:

Step No. 1

If the Employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the Union may within ten (10) days of having received the answer, present the grievance in writing to the immediate supervisor. The grievance shall be on a form approved by the Employer and the Union and shall contain the name of the grievor, the date upon which the grievance was prepared, a specific

outline of the grievance, and the date upon which it is alleged to have occurred or arisen, the specific article and subsections of the Collective Agreement which the grievor alleges to have been violated, the remedy sought and the signature of the grievor and the Union steward. 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 to Step 2. Failure to complete the form set out herein does not invalidate the grievance. In addition, the Employer shall be entitled to receive the particulars of any grievance filed by the Union in the event it so desires and such particulars shall not be unreasonably refused and provided within a reasonable time.

Step No. 2

If the Employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the Union may within ten (10) days of having received the written answer at Step 1, present the grievance in writing to the Executive Director at Step 2. Failing satisfactory settlement within ten (10) days from the date on which the grievance was submitted at Step 2, the Union may refer the grievance to arbitration.

12.04 Employer Grievance

The Employer may submit a grievance to the Union complaining of any action by an Employee or the Union or its representative in violation of the provisions of this Collective Agreement or requesting an interpretation of any provision of this Collective Agreement. Such a grievance shall be submitted directly to the designated business agent of the Union and the Union shall reply giving its decision in writing within ten (10) days of receipt of the grievance.

12.05 Union Representation

In any case where the Employee presents her 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 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.

***12.07 Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute shall be

filed at step two of the grievance procedure and may be resolved pursuant to Article 13. This article shall not apply in cases of individual grievances.

ARTICLE 13 – ARBITRATION

13.01 Referral to Arbitration

Where a grievance has proceeded through all of the requisite steps of the grievance procedure and has not been satisfactorily resolved, either party may refer the matter to arbitration. The party wishing to submit the matter to arbitration shall make such request in writing addressed to the other party to this Collective Agreement.

13.02 Referral to Arbitration

This request shall be presented within the earlier of ten (10) days after receipt of the reply at Step 2 or the deadline for receipt of such reply, should no such reply be submitted by Laing House. Such time limit shall apply to a Laing House grievance as provided for under Article 12.07.

13.03 Single Arbitrator

All arbitrations shall proceed by way of a single Arbitrator. The party giving notice of arbitration shall in such notice of arbitration inform the other party of the name of its nominee for a single Arbitrator. The recipient of the notice shall within seven (7) days inform the other party in writing of the name of its nominee for a single Arbitrator. If the parties fail to agree on a single Arbitrator within fourteen (14) days after the recipient of the notice provides the other party with its nominee, one of the parties can request the Minister of Labour and Workforce Development to appoint an arbitrator.

13.04 Arbitrator Cannot Amend Collective Agreement

The Arbitrator shall not have any authority to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Collective Agreement or in any way modify, add to, or detract from any provision of this Collective Agreement, or to provide a remedy applicable to ten (10) days prior to the date of the informal meeting with the immediate supervisor pursuant to Article 12.01(a).

13.05 Arbitrator's Decision is Final and Binding

The Arbitrator shall, including any question as to whether the difference is arbitrable, hear and determine the difference or allegation and shall issue a

written decision. All decisions arrived at by the Arbitrator shall be final and binding upon Laing House, the Union and the Employee or Employees concerned, subject to the usual powers of a Court of Law for judicial review.

13.06 Arbitrator Authority

In determining any discharge or suspension grievance, the Arbitrator shall have the authority to:

- (a) confirm Laing House's action and dismiss the grievance;
- (b) reinstate the grievor with or without compensation for wages lost, or
- (c) vary, alter or set aside the penalty imposed by Laing House, or make such other determination as the Arbitrator, in his/her discretion, may deem justified; it being understood that this subsection is subject to the provisions of the grievance procedure, and Article 13.

13.07 Arbitration Expenses

Each of the parties to this Collective Agreement will share equally the fees and disbursements of the 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 her probationary period shall be disciplined, suspended without pay or discharged without notice or pay in lieu of notice except for just 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 email, 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 2 of the grievance procedure.

14.04 Right to Have Steward Present

An Employee shall have the right to have her 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 her steward and/or Union representative.

***14.05 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by an Employee shall include written censures, letters of reprimand and adverse reports. Any such document, other than formal employee appraisals, shall be removed from the Employee's file after the expiration of two (2) years from the date it was issued, provided there have not been any further infractions of the same nature.

ARTICLE 15 – RESIGNATION AND TERMINATION

15.01 Notice of Resignation

An Employee desiring to terminate her employment shall give a minimum notice of ten (10) working days in writing to the Executive Director. However, the Executive Director may accept a shorter period of time. The Executive Director 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 Executive Director 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.

***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 Loss of Seniority**

An Employee shall lose all accumulated seniority if:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns; and does not rescind her resignation within 24 hours
- (c) she is laid off for more than twenty-four (24) consecutive months without recall.

***ARTICLE 17 – LAYOFF AND RECALL**

17.01 Layoff and Recall

- (a) The Employer shall lay off the most junior employee(s) first, provided the remaining employee(s) have the skill, ability and qualifications to perform the functions required.
- (b) Upon recall, the Employer shall recall the most senior employee(s) first, provided the employee(s) have the skill, ability and qualifications to perform the functions required.

For the purposes of this Article, the word “ability” includes the assessment(s) of the Employee(s)’ performance contained in the evaluation reports prepared pursuant to Article 9.05.

***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 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 or pay in lieu shall be provided by the Employer to the Union and to the Employee(s) who is/are to be laid off.

17.04 Termination of Recall Rights

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

***ARTICLE 18 – PROMOTIONS, JOB POSTINGS AND TRANSFERS**

***18.01 Posting of Job Vacancy**

When a permanent job vacancy occurs, Laing House shall post the job for a period of five (5) working days during which time Employees who wish to fill the vacancy may submit their resume and cover letter in writing.

Subject to Article 18.02, in determining who will be the successful candidate the following factors shall be considered:

- (a) skills, ability, qualifications; and
- (b) seniority.

Where it is determined that 2 or more bargaining unit applicants are equally qualified, preference in filling the vacancy shall be given to the applicant with the greatest length of seniority.

For the purposes of this Article, the word "ability" includes the assessment(s) of the Employee(s)' performance contained in the evaluation reports prepared pursuant to Article 9.05.

18.02 Laing House Permitted to Advertise Outside of Bargaining Unit

If after receiving and reviewing the applications pursuant to Article 18.01 Laing House is of the opinion that the applicants are unsatisfactory, Laing House may advertise outside the Bargaining Unit for any vacancy and fill that vacancy from outside the Bargaining Unit.

***18.03 Qualifications do not Expire**

When, in a job posting, certain qualifications are a requirement for the position, it shall be the responsibility of the Employee to ensure that all qualifications required for her to perform her position do not expire. The cost and time required to maintain the qualifications will be the sole responsibility of the Employee.

18.04 Trial Period

Promotion shall be on a six (6) month trial basis and confirmed only when the promoted Employee has demonstrated an ability to perform the work satisfactorily to Laing House.

Before the end of the trial period the Employer has the right to extend the trial period for another three (3) month trial period.

The Employer may fill the former position of the promoted Employee with a Term Appointment. If the promoted Employee does not successfully complete the trial period, or the Employee wishes to return, they shall be returned to the former position and salary without loss of Seniority, and the Term Appointment shall be terminated.

Notwithstanding Article 10.05, a Term Appointment pursuant to Article 18.04 may be terminated upon a promoted Employee returning to the Employee's former position, without notice to the Employee in the Term Appointment. Neither the Union nor the Employee shall grieve the termination of a Term Appointment pursuant to Article 18.04.

***ARTICLE 19 – HOURS OF WORK**

19.01 No Guarantee of Hours

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of working schedules.

19.02

The regular work week for full time Employees shall normally consist of a maximum of 37.5 hours per week. The regular working day shall be set by Laing House for each Employee between 8:00 am and 10:00 pm (Monday to Friday) and 9:00 am to 6:00 pm (Saturday and Sunday), with one-half hour unpaid meal break at a time as determined by the Employee's immediate supervisor. House hours may be reviewed and from time to time changed or altered to meet the needs of members and programs, with two (2) weeks' notice.

19.03 Rest Period

There shall be two 15 minute paid rest periods during each eight hour work day, as mutually agreed upon between the Employee and the Employee's immediate supervisor.

***19.04 Wellness Break**

There shall be a thirty (30) minute paid wellness break per eight hour day, as mutually agreed upon between the Employee and the Employee's immediate supervisor.

***19.05 Staff Meetings, Activities and Functions**

When staff are required to attend regularly scheduled staff meetings and other activities as directed by the Executive Director or designate, such meetings, activities and functions are time worked.

***19.06 Work Week Subject to Change**

It is agreed and understood that the work week of any given Employee or group of Employees is subject to change according to the needs and requirements of Laing House, with four (4) weeks' notice or as mutually agreed upon between the Employee and Employee's immediate Supervisor.

***19.07 Modified Work Schedule**

Each permanent Full-time Employee is eligible to participate in a modified work schedule pursuant to the following terms and conditions:

- (a) The eligible Employee shall work an extra 30 minutes per working day for 15 working days over a 3 week period. The time period during which the Employee works the extra 30 minutes per working day shall be determined by the Employee's immediate supervisor.
- (b) In exchange for working an extra 30 minutes per working day for 15 working days over a 3 week period, the eligible Employee shall be granted one day off with pay every 3 weeks. The day off shall be determined by the Employees' immediate supervisor.
- (c) In the event that a modified work week does not result in the provision of satisfactory service to the members; incurs an increase in cost to Laing House, or is operationally impractical for other reasons, Laing House may dispense with the modified work schedule by providing the affected Employee(s) and Union with 30 days written notice.

ARTICLE 20 – OVERTIME

20.01 Overtime

All overtime must be approved by the Employer and will be allocated on a fair and equitable basis among qualified, available and willing Employees.

20.02 Overnight Programming

During overnight programming it is expected employees will have a sleep period of approximately 8 hours. In the event an emergency arises during that period which requires the attention of the Employee, the Employee will be paid overtime for hours spent attending to that emergency.

20.03 Compensation for Overtime

- (a) Any Employee who works overtime pursuant to Articles 20.01 and 20.02 shall be given time off on a basis of one hour off for each one hour worked in excess of the 37.5 hours per week. All time off earned as a result of overtime will be taken at a mutually agreeable time within six months of earning the overtime.
- (b) In the event of an Employee works more than 15 hours of overtime per two week pay period, the Employee shall be paid at one and half (1.5) times her hourly rate for all hours worked in excess of the aforementioned hours. The employee may choose to receive as payment as time in lieu.

ARTICLE 21 – PAY AND BENEFITS

21.01 Pay Ranges

Employees shall be paid according to the rates established in Appendix "A".

Part-time Employees shall be entitled to the wages of their classification prorated to the number of hours worked per week.

21.02 Job Classifications

The Union and the Employer recognize the need for flexibility and interchangeability in the assignments of Employees. While Employees hold job classifications, they may be called upon to assist other Employees in other classifications in order to meet the needs of the Employer. Assisting in other classifications does not entitle the employee to a higher wage rate, unless a majority of the time of the Employee is spent in the higher classification.

21.03 Pay Days

Employees shall be paid bi-weekly.

21.04 Staff Expenses

Staff expenses are all expenses incurred by staff related to the carrying out of job responsibilities and agreed upon by the Employer and Employee. This can include, but is not limited to mileage at the rate of CRA's previous year as stated on the CRA website, meals, parking, bridge fare, and miscellaneous items.

All staff expenses will be reimbursed within thirty (30) days of submitting the proper documentation.

21.05 Benefits

- (a) The health and welfare benefits that are made available to the full-time and part-time Employees at the date of the signing of this Collective Agreement will continue in effect on the same terms and conditions.
- (b) Laing House will contribute two hundred (\$200) dollars per year to each Employee for his or her Registered Retirement Savings Plan (RRSP) upon written confirmation satisfactory to Laing House that the Employee hold such RRSP. For greater certainty, this \$200 contribution is limited to one per Employee per year.
- (c) In addition to the contribution under Article 21.05(b), Laing House will match an Employee's contributions to his/her RRSP(s) to a total maximum of 3% of the Employee's gross salary upon written confirmation satisfactory to Laing House that the Employee holds such RRSP(s) and has made such contributions.
- (d) Laing House may amend the terms and conditions of such health and welfare benefits referred to in Articles 21.05(a) when due to, in the reasonable opinion of Laing House, such amendment is required due to financial considerations.
- (e) The RRSP contributions referred to in Articles 21.05(b) and (c) are contingent on the Employee meeting income tax requirements.

***ARTICLE 22 – PAID HOLIDAYS**

***22.01 Paid Holidays**

(a) Employees shall be granted the following paid holidays:

- | | |
|---------------------|-------------------------|
| (i) New Year's Day | (vii) Labour Day |
| (ii) Good Friday | (viii) Thanksgiving Day |
| (iii) Easter Monday | (ix) Remembrance Day |
| (iv) Victoria Day | (x) Christmas Day |
| (v) Canada Day | (xi) Boxing Day |
| (vi) Natal Day | (xii) Heritage Day |

and any other day or part of a day declared by the Province of Nova Scotia to be a general holiday.

- (a) The Employer will continue to close on Saturday where the previous Friday or the succeeding Monday is a holiday.
- (b) The Employer agrees to close each year between 1 p.m. on Christmas Eve Day and New Year's Day, re-opening on January 2 or the following Monday if January 2 falls on a Friday. The Employer will continue to pay Employees for each working day during the closure, and such days shall not be considered as vacation days.

22.02 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 23 – VACATIONS**

23.01 Full Time Employees and Part Time Employees Vacations

Laing House agrees to grant vacations with pay to Full Time Employees on the following basis:

Employees with less than 4 years' Service receive 112.5 vacation hours per year.

Employees with 4 years of Service or more receive 150 vacation hours per year.

Employees with 8 years of Service or more receive 187.5 vacation hours per year.

Part Time Employees' vacations with pay will be prorated based on the proportion of hours normally worked by the Part Time Employee compared to a Full Time Employee on a monthly basis.

***23.02 Vacation Rules**

- (a) The vacation year shall be from January 1 to December 31, inclusive.
- (b) The Union and the Employer recognize the need for employees to take their vacation.
- (c) For vacation time between January 1 and June 30, employees shall make written requests for vacation by October 15, and the Employer shall respond in writing by November 15, indicating whether or not the employees request is granted.
- (d) For vacation time between July 1 and December 31, employees shall make written requests for vacation by March 15, and the Employer shall respond in writing by April 15, indicating whether or not the employees request is granted.
- (e) Any vacation not requested by the deadlines outlined in Articles 23.02(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 utilize their entire vacation entitlement in the vacation year, unless there is a mutual agreement between the Employee and the Employer, that the Employee may postpone a portion of her vacation to a subsequent year. Such agreement shall be confirmed in writing. The vacation schedule may be modified during the vacation year by mutual agreement of the Employee and the Employer.

***ARTICLE 24 – LEAVES OF ABSENCE**

***24.01 Bereavement Leave**

- (a) In the event of a death of immediate family member, when an Employee is at work or scheduled to go to work, the Employee shall be granted five (5) consecutive days bereavement leave with an additional two (2) days for travel, if necessary, to mourn the loss of each loved one. All hours of work

scheduled within the period of bereavement leave shall be paid at the Employees regular rate of pay. 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 member or colleague.
- (c) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (d) The Employer may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Employer 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.

***24.02 Labour Standards Code Leave**

The Employer shall provide the leaves provided for in accordance with the minimum terms and conditions provided for in the Nova Scotia *Labour Standards Code*, as amended from time to time, unless otherwise provided for by this Collective Agreement. These include:

- (a) Pregnancy Leave;
- (b) Parental Leave;
- (c) Compassionate Care Leave;
- (d) Emergency Leave; and
- (e) Court Leave.

***24.03 Professional Development Leave**

Each Employee shall be entitled to two (2) days of professional development leave per year, with pay, for the purpose of attending Employer pre-approved conferences, meetings, and/or workshops that relate to their work.

Each Full-time Employee is eligible for a personal professional development fund of \$500 per year, which must be approved by her immediate supervisor. Part-time Employees shall be eligible on a prorated basis.

Laing House reserves the right to not provide an Employee with professional development leave or the professional development fund due to budgetary constraints.

***24.04 Leave for Storms or Hazardous Conditions**

If the Halifax Regional Police, RCMP or Department of Transportation advises citizens to stay off the roadways, the House will be closed and Employees will not be required to attend work until it is safe to travel on the roadways.

In the event the House closes due to weather or other reasons or Metro Transit is not operating, Laing House will attempt to contact the Employees at home or if the Employees are at work, advise the Employees to go home. Employees will be paid for the time that they were scheduled to work.

If the House is open but Employees wish to remain at home or leave early due to weather conditions they are welcome to do so but will only be compensated for lost working time through banked overtime or vacation time.

If the House closes, it is expected that all Employees will work from home to the best of their abilities, or to engage in programming off site when appropriate.

***24.05 Leave for Volunteering**

Upon mutual agreement, an Employees shall be granted twenty four (24) hours paid leave per year to volunteer with other community agencies.

***24.06 Leave for Medical Appointments/Wellness**

Full-time employees may be granted the equivalent of three (3) paid shifts off per year (22.5 hours), (Prorated for part-time employees) to be used to attend medical and dental appointments or personal wellness. A written request to use such time must be made in writing in advance as soon as practicable.

***24.07 Leave of Absence**

- (a) Employees may request a leave of absence without pay and without loss of seniority provided such request is made in writing and the reason for such leave of absence is set out in such written request.
- (b) Laing House will consider such request and if Laing House determines to grant a leave of absence, Laing House shall provide the Employee with a copy of the terms of the leave of absence.

***ARTICLE 25 – SICK LEAVE/FAMILY ILLNESS**

25.01 Sick Time

Sick Time is only to be utilized when an Employee is ill and cannot work as a result of that illness. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if the Employee is not otherwise receiving pay for that day and provided the Employee has sufficient sick time.

25.02 Sick Time

Full Time Employees earn 11.25 hours sick time per month to a maximum of 150 hours. Part Time Employees' sick time will be prorated based on the proportion of hours normally worked by the Part Time Employee compared to a Full Time Employee on a monthly basis.

25.03 Maximum Hours in Sick Time Bank

Each Employee has a sick time bank. Sick time hours may accumulate a maximum of 150 hours in an Employee sick time bank.

***25.04 Family Illness Leave**

Where no one other than the Employee can provide the needs during illness of a family member of their immediate family (including accompanying that individual to medical and/or dental appointments), an Employee shall be entitled, after notifying their immediate manager, to use a maximum of three (3) working days leave with pay per annum for this purpose. Such leave will be debited from an Employees sick bank, provided the Employee has sufficient leave credits.

25.05 Reporting of Absence

In the case of absence of an Employee due to sickness or family illness, the absence shall be reported to the Employee's immediate manager or designate one hour prior to the commencement of a weekday day shift and 3 hours prior to the commencement of a weekday evening or weekend shift.

25.06 Time When Sick Time is not Accrued

An Employee shall not accumulate sick time while on pregnancy leave, parental leave, Short Term Disability (STD) leave, or Long Term Disability (LTD) leave.

25.07 Physician's Certificate

Laing House may require a physician's certificate on any occasion on which an Employee is absent from work for a period of three (3) consecutive shifts. Should Laing House not be satisfied with the physician's certificate, Laing House may require the Employee to have the Employee's physician provide a detailed statement of the background to the Employee's claimed illness and in any event Laing House may require the Employee to attend for an in person independent examination, at the Employer's cost, at the offices of a duly licensed medical practitioner in the Province of Nova Scotia, in order to verify the claimed illness by the Employee.

25.08 Sick Leave Records

An Employee is entitled to be informed, upon request, of the balance of her sick leave.

25.09 Confidentiality

Any medical reports shall be considered a confidential matter between the Employee and Laing House.

***ARTICLE 26 – LABOUR MANAGEMENT COMMITTEE**

***26.01 Labour Management and Safety Committee**

The Union and the Employer agree to maintain a Labour Management and Safety Committee. The Committee shall comprise up to two (2) representatives each of the Union and the Employer. The Committee shall determine a schedule of meetings setting out a meeting each second month, or more or less frequently if mutually agreed. Meetings shall be scheduled in such a way as to give due consideration to the Employer's normal operations and to the convenience of the parties. Time spent by Employees at such meetings shall be paid. The chairing of meetings shall rotate between the President of the Local, or designate, and the Executive Director, or designate. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all Employees.

An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include but not be limited to concerns about staffing, orientation, workload, scheduling, and house maintenance. It is agreed that a standing agenda item for the meeting shall include discussion of individual house issues and policy implementation issues.

The Committee shall be responsible for:

- (a) defining problems;
- (b) developing viable solutions to such problems; and
- (c) recommending the proposed solutions to the appropriate authority.

ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY ACT

27.01 Occupational Health and Safety Act

The Employer agrees to be bound to the *Occupational Health and Safety Act*, as amended. Any branch of the Employer's obligations pursuant to this Act may be grieved pursuant to the Grievance and Arbitration procedure.

27.02 First Aid Kits

The Employer shall provide to Employees who require a vehicle in the performance of their duties a first-aid kit to be carried in their vehicles.

27.03 Right to Refuse Work and Consequences of Refusal

In accordance with the relevant provisions of the Act, as amended, Employees have the right to 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 the safety of any other person, subject to the qualifications, limitation and procedures defined in the Act.

27.04 First Aid and CPR Training

When it is cost effective to do so and there is sufficient need among the current Employees, the Employer will make reasonable efforts to hold in-service first aid training and Cardio-Pulmonary Resuscitation (CPR) training sessions.

ARTICLE 28 – AMENDMENT

28.01 Amendment

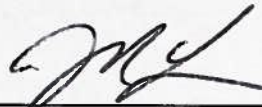
This Agreement may be amended by the mutual consent of both parties.

***ARTICLE 29 – TERM**

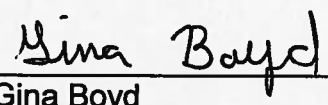
***29.01 Duration, and Notice to Renegotiate**

This Agreement shall be in effect for a term beginning April 1st, 2015, until March 31st, 2018. After March 31st, 2018, 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 notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

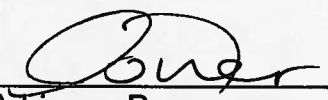
Representing the Union:



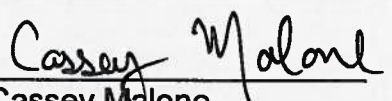
Jason MacLean
President



Gina Boyd
Chief Negotiator




Adrienne Power
Negotiating Committee Member




Cassey Malone
Negotiating Committee Member

Representing the Employer:



Hilary Rankin
Executive Director



Christine Pound
Negotiating Committee Member

Dated at Halifax this 29th day of August, 2017

***APPENDIX "A" - SALARY RATES**

Classification	Position Title	Hourly Rate	Apr.1/15 Increase 1%	Apr.1/16 Increase 1%	Apr.1/17 Increase 2%
CP1	Community Program Coordinator	\$21.43	\$21.64	\$21.86	\$22.30
CS 1	Community Support Officer	\$19.71	\$19.91	\$20.11	\$20.51
PW 1	Peer Support Worker	\$16.82	\$16.99	\$17.16	\$17.50
AC1	Administrative Coordinator				\$18.54
AD 1	Administrative Assistant	\$16.82	16.99	\$17.16	\$17.50
FD 1	Fund Development Officer	\$24.71	\$24.96	\$25.21	\$26.42
FD2	Funding Development Coordinator				\$22.05
CM 1	Communications	\$19.71	\$19.91	\$20.11	\$20.51
CD 1	Community Development Coordinator	\$19.71	\$19.91	\$20.11	\$20.51
YS 1	Youth Speak Coordinator	\$19.71	\$19.91	\$20.11	\$20.51
JS 1	Janitorial Worker <i>Hourly minimum base changed to \$10.85 agreed upon with increments</i>	\$10.85	\$10.96	\$11.07	\$11.29

Every employee will receive a salary increase of at least 1% on April 1st, 2015, April 1st, 2016 and 2% on April 1st, 2017.

For greater clarity, where an employee is below the salary rates above at the date of signing of this Collective Agreement, that Employee will move to the salary rate above and receive retroactive pay as provided for in the Retroactive Pay Article below, such salary increase to be not less than a 1 %percent overall increase on April 1st, 2015.

Where an Employee is already at or above the salary rates above at the date of signing of this Collective Agreement, that Employee will maintain their current rate of pay and receive a retroactive pay as provided in the Retroactive Pay Article below.

***Retroactive Pay**

Salaries will be paid retroactive to April 1st, 2015. Only those Employees who are employed by Laing House on the date of the signing of this Collective Agreement shall receive the difference between the salary they are entitled to pursuant to Appendix "A" and the salary that they received from April 1st, 2015 to the date of signing the Collective Agreement.

***New Employees – Educational Qualifications/Work Experience**

- (a) The parties agree that all new Employees shall be paid at the base rate for each classification.
- (b) However, the Employer, upon hiring may agree to pay new Employees at a rate of up to \$2,000 per year above the base rate, provided that the Employee has additional educational/work qualifications that the Employer believes is necessary to enhance the operations of Laing House.
- (c) The Employer shall advise the Union when a new Employee is hired at a rate above the base rate, the amount of the increased rate, and the rationale for the higher rate.
- (d) Any current Employee in the same classification as the newly hired Employee, who has the same educational qualifications/work experience warranting the higher rate of pay as the newly hired Employee shall immediately be entitled to the higher rate of pay.
- (e) Current Employees in the same classification of the newly hired Employee who desire to advance their educational qualifications to obtain the same educational qualification as the newly hired Employee, shall be entitled to receive the higher rate of up to \$2,000, upon documentation of the additional qualification, provided that in advance of obtaining the higher educational qualification, the Employer agrees that the advanced qualification is necessary to enhance the operations of Laing House.
- (f) Current employees who desire to advance their educational qualifications, shall be entitled to receive a higher rate, upon documentation of the additional qualification, provided that in advance of obtaining the higher educational qualification, the Employer agrees that the advanced qualification is necessary to enhance the programming of Laing House.
- (g) In the awarding of a higher rate of pay for a new or current Employee, the Employer agrees that it will not act in a manner that

is arbitrary, discriminatory or in bad faith. The Union and Employee may only grieve such decision if the decision is arbitrary, discriminatory or in bad faith.

For greater certainty, any and all activities associated with advancing an Employee's educational qualifications (e.g. studying, coursework, tests, exams) shall be performed during an Employee's non-working hours.

APPENDIX "B" - 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:

1. An Employee who declares her 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.
2. An Employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term(s) she is to serve.
3. A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs 1 and 2.
4. For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end on June 30.
5. 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.
6. Notwithstanding paragraphs 2 and 5, 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.
7. Upon expiration, the Employee shall be reinstated in the position she 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.
8. Notwithstanding paragraph 2 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.
9. 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.
10. 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.