

COLLECTIVE AGREEMENT

BETWEEN

CHISHOLM SERVICES FOR CHILDREN  
("Employer")

AND

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

Term of Agreement

April 1, 2012 to March 31, 2015

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## **ARTICLE 1 - PREAMBLE**

- 1.01 The parties, recognizing the continuing rights of management to operate Chisholm Services for Children efficiently, agree to establish harmonious relations and settled conditions of employment between the employer, the employees and the union, to improve the quality of service and to promote the well-being and the increased effectiveness of its employees; accordingly, the parties set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this agreement.
- 1.02 The employer, the union and the employees agree to cooperate at all times to maintain and improve the quality of care to the children placed in the residential facilities, to create a stable environment for the children, and to assist the children in learning necessary life skills.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights, except as specifically abridged or modified by the express provisions of this agreement, include but are not limited to, the right to:
- (a) hire, classify, transfer, direct, reprimand, suspend, discharge or otherwise discipline;
  - (b) determine the work requirements, responsibilities and standards of work to be performed;
  - (c) specify assignments for employees;
  - (d) expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the bargaining unit;
  - (e) determine the size and composition of the workforce according to the needs of the employer;
  - (f) make or amend policies, procedures and practices;
  - (g) maintain order and efficiency and generally manage Chisholm Services for Children, direct the workforce and establish terms and conditions of employment.

- 2.03 The parties recognize that the services provided by the employer must conform with the provisions of the *Children and Family Services Act* (Nova Scotia) and the directives, procedures, policies and standards mandated by the Department of Community Services.
- 2.04 The employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the employer's rights to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

### **ARTICLE 3 - UNION RECOGNITION**

- 3.01 The employer recognizes the Nova Scotia Government & General Employees Union, Dartmouth, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees employed by Chisholm Services for Children, Halifax, Nova Scotia, as youth care workers but excluding those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the *Trade Union Act* (Nova Scotia).

### **ARTICLE 4 - DEFINITIONS**

- 4.01 For the purpose of this agreement:

"agreement" is the Collective Agreement between Chisholm Services for Children and the Nova Scotia Government and General Employees Union.

"casual employee" is an individual who works on a day to day basis as required. A casual employee is not a member of the bargaining unit and the provisions of this agreement do not apply to a casual employee.

"day" means a calendar day excluding Saturday, Sunday and paid holidays.

"employee" is an individual in the bargaining unit.

"employer" is Chisholm Services for Children.

"fiscal year" means the period from April 1 to March 31.

"full-time employee" is an employee who is scheduled to standard work hours as set forth in Article 19.

"holiday" means the 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 20.

"regular part-time employee" is an employee who is scheduled to work fewer than the standard hours as set forth in Article 19.

"service" is the length of continuous employment with the employer from the last date of hire less any period an employee is on an unpaid leave of any nature, except as otherwise provided for in this collective agreement.

"term employee" is an individual hired to work as a full-time or regular part-time employee for a defined period of time not to exceed one year and who is employed for a duration greater than three months. A term employee shall be a member of the bargaining unit and entitled to the provisions of the collective agreement except layoff and recall and as otherwise provided in this agreement. A term employee who becomes a full-time or regular part-time employee without a break in service shall have their seniority dated from their original date of hire. The duration of the term position may be extended by mutual agreement of the parties.

"union representative" means any person designated by the union.

- 4.02 Unless any provision of this agreement specifies otherwise, words importing the feminine gender shall include the masculine gender and vice versa. Unless any provision in this agreement specifies otherwise, words importing the singular shall include the plural and vice versa.
- 4.03 The headings in the agreement are for ease of reference only. They shall not be taken into account in the construction and interpretation of any provisions to which they refer.

#### **ARTICLE 5 - NO DISCRIMINATION AND SEXUAL HARASSMENT**

- 5.01 The employer and the union agree that no employee shall be discriminated against in respect of employment in accordance with the *Human Rights Act* (Nova Scotia) and the *Trade Union Act* (Nova Scotia) subject to any exceptions provided in the Acts including on account of age, race, colour, religion, creed, sex, sexual orientation, physical or mental disability, ethnic, national or aboriginal origin, family status, marital status, political belief, affiliation or activity nor by reason of his or her membership or activity or lack of membership or activity in the union.
- 5.02 No person shall sexually harass an individual. Sexual harassment is as defined in the *Human Rights Act* (Nova Scotia) and includes vexatious sexual conduct or a course of comment that is known or ought reasonably to be known as unwelcome.

#### **ARTICLE 6 - STRIKES AND LOCKOUT**

- 6.01 During the life of this agreement, and pursuant to the *Trade Union Act* (Nova Scotia), no employee(s) shall strike and the union shall not declare or authorize a strike of employees, and the employer shall not declare or cause

a lockout of employees. The words "strike" and "lockout" shall be as defined in the *Trade Union Act* (Nova Scotia).

#### **ARTICLE 7 - UNION DUES**

- 7.01 The employer will, as a condition of employment, deduct an amount equal to the amount of the union's membership dues from the bi-weekly pay of all employees. Dues deductions for employees entering the bargaining unit shall commence at the first full biweekly pay period.
- 7.02 The union shall inform the employer in writing of the amount to be deducted for each employee.
- 7.03 The employer shall send the amounts deducted under Article 7.01 to the secretary-treasurer of the union by one monthly cheque not later than the fifteenth day of the following month for which the deductions were made, accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 7.04 It is understood and agreed that the union will save and hold harmless from the employer any and all claims that may be made against it by any employee or employees for amounts deducted from wages provided herein.
- 7.05 The employer shall indicate on the employee's Income Tax (T-4) slip the amount of union dues paid by each union member in the previous year.

#### **ARTICLE 8 - INFORMATION**

- 8.01 The employer agrees to advise each employee that an agreement is in effect and to provide a copy of the agreement to the employee. The union and the employer agree to share equally in the cost of reproducing the agreement.
- 8.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to a union representative. The employee's union representative shall be given an opportunity, at a time specified by the employer, to interview each new employee within regular working hours, without loss of pay for a maximum of fifteen minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the agreement.
- 8.03 An employee, upon hiring or change of status, shall be provided with a statement of their classification, and employment status, including designation as to their percentage of fulltime hours, and pay scale applicable to their position. Employees shall be provided with current position descriptions outlining the duties and responsibilities of their positions. Thereafter, all revised position descriptions shall be provided to the union within fifteen days of final revisions.

## **ARTICLE 9 - UNION ACTIVITY**

- 9.01 Upon request in writing by the union to the employer, an employee may be granted a union leave of absence without pay, operational requirements permitting.
- 9.02 The employer agrees to maintain pay at the regular rates for an employee who is granted such an unpaid leave of absence and the union shall pay to the employer an amount equal to the employee's pay and the employer's costs for the period of such leave by the 15th day of the month following each month in which such leave is taken.
- 9.03 The union agrees to provide the employer with a list of employees designated as union representatives. A union representative, may leave their work during working hours in order to attend a disciplinary or grievance meeting under this agreement provided they first obtain the permission of their immediate supervisor. Such permission shall not be unreasonably denied. On resuming their normal duties, the union representative shall notify their supervisor.
- 9.04 While on leave for union business and the employer is being reimbursed by the union, 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.
- 9.05 The employer and the union recognize each others' right to appoint or otherwise select a negotiating committee and will recognize and deal with such committees with respect to negotiation for this agreement.

## **ARTICLE 10 - CORRESPONDENCE**

- 10.01 Except as otherwise provided in this agreement, all correspondence between the parties shall pass between the Executive Director or designate and the Union's Employee Relations Officer.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- 11.01 An employee who has completed the probationary period shall be disciplined, suspended without pay, or discharged only for just cause.
- 11.02 An employee may have a union representative present at a disciplinary meeting.
- 11.03 The Employer will normally support a system of progressive discipline.

For the purpose of Section 43(1) of the *Trade Union Act* (Nova Scotia), the employer and the union agree that discharge is the appropriate penalty for physical or sexual abuse of youth placed in the care of the employer.



Where a Board of Arbitration or a single Arbitrator is satisfied that the abuse has been proven, the union relinquishes its right to request that the penalty imposed by the company be changed, and the Board of Arbitration or a single Arbitrator shall not have the authority to change the penalty of discharge.

- 11.04 Where a child welfare agency is investigating an allegation of abuse and, as a result, the employer has suspended an employee, the employer will make every reasonable effort to notify the employee at home before the employee's shift.
- 11.05 Where an employee is disciplined, the employer will copy the union representative on the letter of discipline.

## **ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 12.01 A formal review of an employee's performance shall be made annually. The employee shall be given an opportunity to discuss and provide written comments, and must sign the written review to indicate that its contents have been read and understood. A copy of the signed review will be given to the employee.
- 12.02 An employee shall have access to their personnel file, in the presence of a supervisor, at a mutually agreeable scheduled time.
- 12.03 Where a record of disciplinary action, other than client abuse or criminal activity, has been in an Employee's file for more than three (3) years, and where no further disciplinary action has occurred, the Employer shall not use that discipline against the employee in subsequent disciplinary matters. However, any record of discipline relating to client abuse or criminal activity shall remain in the Employee's file permanently and may be considered in subsequent disciplinary action.
- 12.04 A supervision session shall be for the purpose of discussing all matters relating to an employee's accomplishments, development, duties, goals, performance, and other matters relating to their employment, as well as general discussions regarding the operations of the program. A supervision session report summary shall be signed by the employee and the supervisor. A supervision session report summary shall not form part of the employee's disciplinary record.
- 12.05 The employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## **ARTICLE 13 - JOB POSTING**

13.01 Where the employer has determined that a new position or vacancy is to be filled in the bargaining unit, a notice shall be posted for a period of ten calendar days in each work location. During the posting period and until the new position or vacancy is filled, the employer may temporarily fill the new position or vacancy.

13.02 The notice posted shall include:

- (a) the classification;
- (b) whether the posting is for a permanent or term;
- (c) if a term, the expected duration;
- (d) an overview of the skills, abilities and qualifications required.

13.03 An employee from the bargaining unit filling a new position or vacancy in the bargaining unit shall be placed on a trial period for three months. If such employee proves unsatisfactory, is unable to perform the duties or opts to return to their former position during the trial period then they will return to their former position. Any other employee affected shall also be returned to their former position.

13.04 An employee from the bargaining unit filling a term position shall return at the end of the term to their former position without loss of seniority or service.

13.05 A term employee shall not be permitted to apply for another term position commencing during the employee's current term assignment. This provision may be waived by the employer.

13.06 In filling positions, all applicants will be assessed on the basis of ability, experience, and qualifications. Where, in the opinion of the employer, ability, experience, and qualifications are relatively equal, seniority will be the deciding factor.

## **ARTICLE 14 - LABOUR MANAGEMENT COMMITTEE**

14.01 A labour management committee shall consist of two representatives of the Union from the bargaining unit and two representatives of the employer.

14.02 The committee's functions are:

- (a) to define concerns such as communications, harassment, improving and extending services to the youth in the program, orientation, safety, staffing, working conditions;
- (b) to develop viable options to address such concerns; and

- (c) to review the existing benefit plans and insure that the plans are sent to market a maximum of five years since the last tender.

14.03 The committee shall meet at least quarterly at a mutually agreeable time and place to address its functions as outlined in 14.02. Time spent with this committee shall be unpaid with the exception of meetings which are held during the time when a committee member is on a regularly scheduled shift.

14.04 An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

14.05 Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons.

14.06 The committee does not have the power to bind the union, its members or the employer to any decisions or conclusions reached in its discussions. The committee shall have the power to make recommendations to the union and the employer with respect to its discussions and conclusions.

## **ARTICLE 15 - GRIEVANCE AND ARBITRATION**

### 15.01 Grievance Procedure

#### Informal Step:

An employee who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the employer shall, within ten days, first discuss the matter with their immediate supervisor. The immediate supervisor shall provide a response within ten days of the discussion.

#### STEP ONE:

- (a) If the employee is not satisfied with the response from the immediate supervisor or fails to receive a response within ten days of the discussion, the union may, within ten days of the response at the informal step provided by the supervisor, submit a grievance in writing to the immediate supervisor. The immediate supervisor shall, within ten days of receipt of the written grievance, give a written response to the employee.
- (b) Subject to Article 15.11, if the employee's Step Two grievance is not submitted within the ten days, the grievance shall be deemed to have been abandoned and cannot be reopened.

## STEP TWO:

If the union is not satisfied with the written response of the immediate supervisor at Step One, the Union may, within ten days of receiving the Step One response, present their grievance in writing to the Executive Director. The Executive Director shall respond within ten days after receipt of the grievance.

- 15.02 Where the grievance relates to the interpretation of application of this collective agreement, or an arbitral award, an employee is not entitled to present the grievance unless they have the approval in writing of the union, or is represented by a union representative.
- 15.03 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 may be accompanied by a union representative.
- 15.04 A policy grievance is one where either party disputes the general application or interpretation of this agreement. A policy grievance shall be initiated at Step Two of the grievance procedure.
- 15.05 Either party may, after exhausting the grievance procedure, notify the other party within thirty days of the receipt of the reply at Step Two, or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Agreement. The matter shall be referred to a three-person Arbitration Board unless the parties are in agreement that it should be referred to sole Arbitrator.
- 15.06 Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to have waived its right to proceed to arbitration unless the parties agree that the voluntary mediation recommendations shall be binding upon both parties.
- 15.07 Where the parties have agreed to refer the matter to an Arbitration Board, each party shall appoint a member of the Board within ten working days of notice of arbitration. Should the appointed members fail to agree upon the appointment of a chair within ten days of their appointment, the Minister of Labour and Advanced Education for Nova Scotia shall appoint the chair.
- 15.08 Where the parties are able to agree upon the Arbitrator, then such Arbitrator shall be properly appointed. If the parties are unable to agree upon the Arbitrator within ten days, then the Minister of Labour and Advanced Education for Nova Scotia shall appoint.

- 15.09 The award of the Arbitrator shall be binding, final and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- 15.10 Each party shall pay one-half of the fees and expenses of the Arbitrator.
- 15.11 At the request of either party to this agreement, it may be mutually agreed to extend the time limits specified herein.

#### **ARTICLE 16 - PROBATIONARY PERIOD**

- 16.01 Employees hired by the employer shall serve a probationary period of one year in a bargaining unit position. During the probationary period, the probationary employee shall be entitled to exercise all benefits, subject to eligibility requirements, except that such employees shall be subject to discipline or dismissal at the discretion of the employer acting in good faith. The parties agree that the discipline or dismissal of a probationary employee is not a difference between the parties and such action shall not be subject to the grievance and arbitration procedure provided the employer has not acted in bad faith. Upon successful completion of the probationary period, such employees shall cease to be a probationary employee and shall be given rank on the seniority list from the date of employment.

#### **ARTICLE 17 - SENIORITY**

- 17.01 Seniority is the length of continuous employment with the employer from the last date of hire within the bargaining unit.
- 17.02 A seniority list shall be established by the employer for all employees showing the name and seniority date of each employee who has acquired seniority under this agreement. The seniority list will be brought up to date in April of each year and posted on the union bulletin board(s). A copy of the seniority list will be sent to the union as soon as possible. Employees shall have thirty calendar days from the date the list is posted to challenge their seniority in writing. The employer shall reply to the employee's written objection within thirty calendar days of receipt of the written objection. If no written objection is received by the employer within thirty calendar days from the date the list is posted, the seniority on the list shall be the seniority for all purposes following the posting of the list.
- 17.03 An employee shall lose seniority and the employee's employment shall be deemed to be terminated in the event that:
- (a) the employee is discharged for just cause and not reinstated.

- (b) the employee resigns or retires, and the notice of resignation has not been revoked by the employee within two working days of being served on the employer.
- (c) the employee is laid off for more than twelve months without recall.
- (d) the employee does not report for work for three consecutive shifts without notice, unless such notice was not reasonably possible.
- (e) the employee remains in an acting or term capacity in a supervisory position for a period in excess of twelve months unless mutually agreed between the employer and the union.

#### **ARTICLE 18 - LAYOFF AND RECALL**

- 18.01 An employee is laid off where there is a shortage of work, the discontinuance of work or the reorganization of work. An employee on a term employment contract is deemed not to be laid off where their employment is terminated.
- 18.02 In the event of a layoff, an employee shall be laid off in the reverse order of seniority provided the senior employee has the skills, ability and qualifications required to perform the work.
- 18.03 An employee shall be recalled in the order of seniority provided the employee has the skills, ability and qualifications required to perform the work.
- 18.04 The employer shall notify an employee who is to be laid off twenty-one calendar days prior to the effective day of layoff unless the layoff is for any reason beyond the control of the employer. If the employee has not had an opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

#### **ARTICLE 19 - HOURS OF WORK AND OVERTIME**

- 19.01 The hours of work for a full-time employee shall be an average of forty hours a week over a period of eight weeks but this is not a guarantee of hours. The standard hours for a shift shall be eight or twelve hours and may in the case of a camp program be sixteen hours.
- 19.02 Shifts shall commence at reasonable times as determined by the employer. The employer agrees not to change the shift times and rotations without first advising of the change at a meeting of the Joint Labour Management Committee.
- 19.03 The work schedule for all full-time and regular part-time employees shall be posted by the employer in an appropriate place at least four calendar weeks in advance. There shall be no change to the schedule without the approval of the employer.

- 19.04 Provided that sufficient advance notice is given, and with the approval of the employer, employees may exchange shifts, if there is no increase in cost to the employer. Employees will make every reasonable effort to give at least seven days advance notice.
- 19.05 When a staff meeting is scheduled as part of an employee's work schedule and the meeting is subsequently cancelled and no other work is available for the employee during such schedule hours, the employee shall be paid for the period of the meeting.
- 19.06 Where the employer requires a full-time employee to work in excess of their scheduled hours, the employee shall receive time in lieu at the rate of time and one-half of the hours worked.
- 19.07 Where the employer requires a regular part-time employee to work in excess of forty-eight hours of work in a period from Sunday to Saturday, inclusive, the employee shall be paid time and one-half their straight time rate for hours worked.
- 19.08 Where an employee is required to work in excess of their scheduled hours, work shall be offered by seniority. However, if no employee is willing to work, the employee with the least seniority will be required to work.
- 19.09 A full-time employee's time in lieu shall not exceed forty-eight hours at any given time unless otherwise agreed between the employer and employee. Time in lieu shall be taken by the full-time employee at a time mutually agreed to with the employer.
- 19.10 An employee required to work a camp program where:
- (a) the employee volunteers and has the greatest seniority; and
  - (b) failing an adequate number of volunteers, an employee has the least seniority.
- 19.11 An employee required to work a camp program shall be compensated in accordance with the following:
- (a) Travel time shall be part of the work schedule.
  - (b) A sleep shift shall be eight hours and an employee shall receive time in lieu at a rate of eight hours for a sleep shift if they are required to sleep on the premises and to be available for work as needed.
  - (c) Where an employee is required to work in excess of their scheduled hours or to respond to an incident during a sleep shift, they shall receive time in lieu at a rate of time and one-half the hours worked. An

employee is required to report incidents during a sleep shift to their supervisor or on call person as soon as reasonably possible.

- (d) in the event camp ends early or is cancelled for any reason, an employee scheduled for camp remains responsible to work their number of schedule hours in accordance with a new schedule set by the employer in such circumstances.

19.12 In computing overtime a period of thirty minutes or less shall be counted as one-half hour, and a period of more than thirty minutes but less than sixty minutes shall be counted as one hour.

19.13 The changing of daylight savings time to standard time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours.

## **ARTICLE 20 - HOLIDAYS**

20.01 The following are the paid holidays for a full-time employee:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- July 1<sup>st</sup>
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any other day proclaimed as a holiday by the federal or provincial government that applies to the Employer.

20.02 A full-time employee who is not scheduled to work on a paid holiday listed in Article 20.01 shall receive eight hours time in lieu.

20.03 A full-time employee working on a paid holiday shall be:

- (a) paid at straight time for the hours worked;
- (b) shall receive one-half of the hours worked as time in lieu; and
- (c) shall receive eight hours time in lieu.



20.04 The following are the paid holidays for a regular part-time employee:

New Year's Day  
Good Friday  
July 1<sup>51</sup>  
Labour Day  
Remembrance Day  
Christmas Day

and any other day proclaimed as a holiday by the federal or provincial government that applies to the Employer.

20.05 A regular part-time employee who is not scheduled to work on a paid holiday listed in Article 20.04 shall be paid at the employee's regular rate of pay for eight hours provided the regular part-time employee has worked one hundred and twenty hours in the thirty days prior to the holiday, their scheduled shift before the holiday and their scheduled shift after the holiday.

20.06 A regular part-time employee working on a paid holiday listed in Article 20.04 shall be paid two and one-half times their rate for each hour worked.

20.07 Holiday means the twenty-four hour period commencing 0001 hours and ending at 2359 hours on the day designated as a paid holiday in this Agreement.

20.08 A full-time employee shall not be scheduled to work on both Christmas Day and New Year's Day, unless otherwise mutually agreed.

## **ARTICLE 21 - VACATIONS**

21.01 Vacation credits shall accumulate to full-time employees on the following basis:

- (a) Less than five years of service, vacation shall accumulate at the rate of .0577 of an hour of vacation credit for each regular hour paid (to a maximum accumulation of 120 hours per fiscal year).
- (b) After five years of service, vacation shall accumulate at the rate of .0769 of an hour of vacation credit for each regular hour paid (to a maximum accumulation of 160 hours per fiscal year).
- (c) After fifteen years of service, vacation shall accumulate at the rate of .0962 of an hour of vacation credit for each regular hour paid (to a maximum accumulation of 200 hours per fiscal year).

21.02 The vacation year is the fiscal year. A full-time employee shall take their vacation credits in the vacation year in which the vacation credits are earned.

- 21.03 A full-time employee who terminates employment shall have their vacation entitlement determined on a pro rata basis and reconciled with their final pay. A full-time employee shall be compensated for vacation leave to which they are entitled. A full-time employee shall compensate the employer for vacation which was taken but to which the full-time employee was not entitled.
- 21.04 Part-time employees shall accumulate vacation pay on wages earned during each pay period and be paid such vacation pay on request, and any outstanding vacation pay shall be paid out at the end of the fiscal year. Employees who have been employed for less than eight years shall be entitled to four percent vacation pay. Employees who have been employed for more than eight years shall be entitled to six percent vacation pay.
- 21.05 The employer will attempt to schedule vacations at times requested by employees, subject to the employer's operational requirements. Preference shall be given to the employee with the greatest seniority.
- 21.06 For vacation leave between October 1 and March 31, employees shall make written request for vacation leave by August 1. The employer shall respond in writing by August 31 indicating whether or not the employee's request is granted.
- 21.07 For vacation leave between April 1 and September 30, employees shall make written request for vacation leave by February 1. The employer shall respond in writing by February 28 indicating whether or not the employee's request is granted.
- 21.08 The employer shall grant requests for vacation leave made after the deadlines in 21.06 and 21.07 above subject to operational requirements on a first come, first served basis. The employer shall reply to the requests as soon as possible and within 10 days of receipt of the request.

## **ARTICLE 22 - CARRY OVER**

- 22.01 A full-time employee may request a carryover of vacation credits and time in lieu to a maximum of 48 hours in total for both. The employer will consider requests for an additional carry-over of 12 hours in the event that the employee can demonstrate the need for the additional carry-over. Such requests must be submitted by March 1<sup>st</sup>.

## **ARTICLE 23 - SICK LEAVE**

- 23.01 Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if the employee is not otherwise receiving pay for that day and provided the employee has sufficient sick leave credits.

- 23.02 Sick leave means the period of time an employee is absent from work due to illness or an injury for which compensation is not payable under the *Workers' Compensation Act* of Nova Scotia.
- 23.03 An employee shall earn sick leave at the rate of 0.0692 for each regular hour paid to a maximum of 144 hours per fiscal year and such sick leave may not be carried over from fiscal year to fiscal year. The employer shall advance a full-time employee sick leave of 144 hours at the beginning of a fiscal year and a full-time employee who terminates employment shall compensate the employer for sick leave which was taken but not earned.
- 23.04 The employer may require an employee to provide certification of illness or fitness to return to work, satisfactory to the employer, from a qualified medical practitioner for any absence.
- 23.05 An employee returning from sick leave in excess of two weeks is required to provide notice to the employer of their intention to return. The employer may require certification from a qualified medical practitioner of the employee's illness and/or the employee's fitness to return to duty. Once the employee has provided notice of return and the notice is supported by any requested medical documentation, the employee will be re-inserted into the schedule no later than 5 working days from either the date of notice or the date when medical documentation is received, whichever is later.
- 23.06 An employee on reasonable notice shall be advised on their available sick leave credits.
- 23.07 In any case of absence of an employee due to sickness, the absence shall be reported to their place of work at least one hour before the start of a day shift and at least four hours before the start of an evening or night shift, except where such notice is not reasonable possible.
- 23.08 An employee who is off sick beyond their entitlement for sick leave or Employment Insurance sick benefits shall be considered to be on unpaid leave of absence provided there is a reasonable expectation that they will return to work. The employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on their ability to return to work.

#### **ARTICLE 24 - COMPENSATION FOR INJURY ON DUTY LEAVE**

- 24.01 An employee who has been injured while on duty resulting in a time loss from work shall come off payroll and be considered to be on an unpaid leave of absence from the date and time of injury and shall immediately report the injury to the employer and apply for Workers' Compensation benefits.

- 24.02 (a) In the event that the employee's application for Workers' Compensation benefits is not approved, the employee shall be treated as being on regular sick leave which is limited to the existing sick leave credits then available for the employee.
- (b) In the event the employee's claim for Workers' Compensation is approved, the employer will pay the full net pay for the first two (2) days of an injury or accident for which the employee is off for less than five (5) weeks, provided the employee has existing sick leave credits.
- (c) Employee's may use sick leave credits to supplement the earnings replacement benefit paid by the Workers Compensation Board, (WCB) equal to the difference between the earnings replacement benefit received by the employee under the *Workers' Compensation Act* and the employee's net pre-accident earnings.
- (d) In such case, the employee must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the employee, up to the level of the payment advanced by the Employer.
- 24.03 An employee, while on an approved Workers' Compensation claim and subject to any eligibility requirement for plan participation, shall continue their participation in the group plans for a period of three months by contributing their share of the plan premiums and, thereafter, at the employee's option by contributing their share and the employer's share of the plan premiums.

#### **ARTICLE 25 - BEREAVEMENT AND COMPASSIONATE LEAVE**

- 25.01 In the event of the death of an employee's mother, father, brother, sister, spouse, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law or step-parent, the employee will suffer no loss of pay for scheduled shifts in the five calendar days following the death and commencing on the calendar day following the death.
- 25.02 In the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the employee will suffer no loss of pay for a scheduled shift on the day of the funeral.
- 25.03 An employee shall be entitled to Compassionate-Care Leave in accordance with the *Labour Standards Code* of Nova Scotia.

#### **ARTICLE 26 - PREGNANCY, ADOPTION AND PARENTAL LEAVE**

- 26.01 An employee shall be granted pregnancy leave, parental leave and adoption leave without pay in accordance with the *Labour Standards Code* of Nova Scotia.

26.02 On the occasion of the birth of their partner's child, an employee shall be granted one day special leave with pay during the mother's confinement to hospital. This leave may be divided into two periods and granted on separate days.

## **ARTICLE 27 - LEAVE OF ABSENCE**

27.01 Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the employer in writing. Any leave granted shall be for a determined period of time. The granting of any leave of absence shall be at the discretion of the employer based on operational requirements. Such leave of absence shall be without pay or benefits unless otherwise provided for in this agreement.

27.02 It is the responsibility of an employee to make every reasonable effort to arrive at his/her work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the employee has the option to:

- (a) take the absent time as unpaid;
- (b) deduct the absent time from accumulated overtime, holiday time or vacation; or
- (c) when an employee has no entitlement to earned paid leave, the employee may, with prior approval of the employer, make up the absent time as the scheduling allows.

27.03 Leave of absence without loss of regular pay up to a maximum of four calendar weeks shall be given to an employee, other than an employee on leave of absence without pay or on suspension, who is required to serve on a jury.

27.04 An employee given a leave of absence with pay to serve on a jury pursuant to Article 27.03 shall have deducted from their salary an amount equal to the amount that the employee receives for such jury duty.

## **ARTICLE 28 - WAGES**

28.01 The employer shall pay wages on a biweekly basis in accordance with Appendix "A" of this agreement. An employee shall receive an itemized statement of wages and deductions.

28.02 (a) It is agreed that there will be no retroactive effect given to any clause of this contract or matter arising between the parties prior to the signing date except for wages, unless expressly provided otherwise.

- (b) Members who have left employment in the bargaining unit between April 1, 2012 and the ratification of this Collective Agreement shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the employer to the employee's last known address given to the employer, that the employee has fourteen (14) days in which to claim any retroactive payment.

28.03 A full-time employee shall after 2080 paid hours in a youth care worker wage level, move to the next youth care worker wage level.

28.04 Shift Differential

Effective date of ratification, Employees shall receive a shift differential payment of one dollar and twenty five cents (\$1.25) per hour for every regular hour worked between 7 pm and 7 am. Effective March 31, 2015, the shift premium shall be increased to one dollar and seventy-five (\$1.75).

28.05 Weekend Premium

Effective date of ratification, Employee shall receive a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for every regular hour worked between midnight Friday and midnight Sunday. Effective March 31, 2015, the weekend premium shall be increased to one dollar and seventy-five (\$1.75).

**ARTICLE 29 - GROUP INSURANCE**

29.01 The employer shall provide for group life, accidental death and dismemberment (AD&D), long-term disability, health and dental insurance benefits for full-time employees and employees who are regular part time who are regularly scheduled to work at least 60% of full-time hours.

29.02 The employer and the employee indicated in Article 29.01 shall cost share on a 50/50 basis the premiums for life, AD&D, health and dental insurance plans.

29.03 Participation by employees indicated in Article 29.01 shall be mandatory for life and AD&D.

29.04 Participation in the health and dental insurance plans shall be mandatory for employees indicated in Article 29.01 except for those employees whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.

29.05 Premiums for the long-term disability plan shall be paid fully by the employee and participation by employees indicated in Article 29.01 shall be mandatory.

29.06 Notwithstanding the foregoing, eligibility for plan participation shall be as outlined in the plan policies.

29.07 A employee as indicated in Article 29.01 who is on an unpaid leave of absence shall be entitled to continue to participate in the group life, accidental death and dismemberment (AD&D), long term disability, health and dental insurance benefits plan provided:

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

#### **ARTICLE 30 - GROUP RRSP**

30.01 The employer agrees to provide a Group Register Retirement Savings Plan ("Plan") for full-time employees who have been employed for a minimum of three months with the employer, subject to the eligibility requirements and the terms of the Plan. The employee's contribution to the Plan will be three, four, five or six percent of the paid wages, "as determined by the employee", and shall be locked-in the Plan. Participation by full-time employees is mandatory. The employer shall match the employee's percent contribution and shall be locked-in the Plan

#### **ARTICLE 31 - BULLETIN BOARD**

31.01 A bulletin board shall be provided by the employer to be used and maintained by the union for the purpose of posting notices of interest to its members. All notices are to be strictly union business and not contrary to the terms of this agreement.

#### **ARTICLE 32 - TRANSPORTATION**

32.01 The employer agrees to provide transportation or to reimburse an employee for "work related" travel if prior authorization has been received from the employer. The mileage allowance reimbursement rate for an employee using a privately owned vehicle shall be in accordance with the Government of Nova Scotia rate in effect at the time of travel.

32.02 No employee shall be required to transport a youth using their personal vehicle, except where the requirement to transport is a condition of employment for a new particular position.

### **ARTICLE 33 - DAMAGE TO EMPLOYEE PROPERTY**

33.01 Where the personal property of an employee, necessary to the performance of the employee's duties, is damaged by the client in the execution of these duties, the employer shall arrange to reimburse the employee or arrange for necessary repairs to a maximum amount of three hundred and fifty dollars "per calendar year", if the employer is satisfied that normal precautions against damage had been taken and the damage did not result from the failure to act or from inappropriate action or behaviour on the part of the employee. Personal property is an employee's watch, glasses and clothing.

### **ARTICLE 34 - EDUCATION AND TRAINING**

34.01 In the event that the Department of Community Services increases the minimum standards for youth care workers, and where such minimum standards require an employee to upgrade their qualifications as a condition of employment, the required course will normally be provided by the employer at no cost to the employee.

34.02 Where the required course is not provided by the employer, an employee will be reimbursed by the employer for approved expenses incurred to attain the necessary qualifications.

34.03 The employer is not required to reimburse or fund an employee for time and/or expenses incurred to complete the necessary training to meet the minimum standards established as of 2004 by the Department of Community Services.

34.04 The employer will maintain an in-service program of first-aid training and CPR training. The employer will pay the non-labour costs associated with the acquisition of training and employee will attend the course without loss of regular pay.

### **ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY**

35.01 The parties acknowledge that they are bound by the provisions of the *Occupational Health and Safety Act* of Nova Scotia. Any breach of the employer's or the union's obligations under the *Occupational Health and Safety Act* of Nova Scotia may be grieved pursuant to the Grievance and Arbitration procedure.

35.02 The employer will try to schedule the Joint Occupational Health and Safety Committee meetings during the scheduled hours of the committee members.



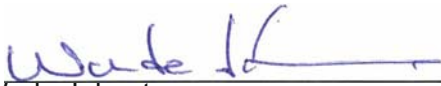
**ARTICLE 36 - TERM OF AGREEMENT AND RE-OPENER**


36.01 This agreement shall be in effect for a term beginning from April 1, 2012, until March 31, 2015. After March 31, 2015 this agreement shall be automatically renewed thereafter for successive periods of twelve, (12) months unless either party requests the negotiations 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.

36.02 The parties by mutual agreement in writing may make a change in this agreement at any time during the life of this agreement.

**DATED AT** Halifax Regional Municipality, Nova Scotia, this day of <sup>i1+</sup> \_\_\_\_\_, 2014.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Wade Johnston  
Executive Director

  
\_\_\_\_\_  
Margo MacDonald  
Supervisor

**FOR THE UNION**

  
\_\_\_\_\_  
Joan Jessome  
President, NSGEU

  
\_\_\_\_\_  
David Lawrence  
Employee Relations Officer  
& Chief Negotiator

  
\_\_\_\_\_  
Jane Foley  
Bargaining Committee

  
Bargaining Committee

## APPENDIX "A" Wages

### Full-Time Youth Care Worker Biweekly and Annual Wages

Classification	Expired Rate	Expired Rate	% Increase: 2.00%		% 2.50%		% 3.00%		
			Apr.01-12 Biweekly	Apr.01-12 Annual	Apr.01-13 Biweekly	Apr.01-13 Annual	Apr.01-14 Biweekly	Apr.01-14 Annual	
Youth Care Worker	Level1	\$1,676.27	\$43,582.95	\$1,709.80	\$44,454.61	\$1,752.54	\$45,565.97	\$1,805.12	\$46,932.95
	Level2	\$1,743.39	\$45,328.18	\$1,778.26	\$46,234.74	\$1,822.71	\$47,390.61	\$1,877.40	\$48,812.33
	Level3	\$1,810.58	\$47,074.98	\$1,846.79	\$48,016.48	\$1,892.96	\$49,216.89	\$1,949.75	\$50,693.40
	Level4	\$1,877.24	\$48,808.23	\$1,914.78	\$49,784.39	\$1,962.65	\$51,029.00	\$2,021.53	\$52,559.87
	Level5	\$1,963.91	\$51,061.66	\$2,003.19	\$52,082.89	\$2,053.27	\$53,384.97	\$2,114.87	\$54,986.51

April 1, 2012 increase wages 2.0%  
 April 1, 2013 increase wages 2.5%  
 April 1, 2014 increase wages 3.0%

### Regular Part-Time Youth Care Worker Hourly Wage

	Expired Rate Hourly	Apr.01-12 Hourly	Apr.01-13 Hourly	Apr.01-14 Hourly
Regular Part-Time Youth Care Worker	\$20.9533	\$21.3724	\$21.9067	\$22.5639

April 1, 2012- Level1 of the April 1, 2012 Full-Time Youth Care Worker hourly wage rate  
 April 1, 2013- Level 1 of the April 1, 2013 Full-Time Youth Care Worker hourly wage rate  
 April 1, 2014- Level1 of the April 1, 2014 Full-Time Youth Care Worker hourly wage rate

## **MEMORANDUM OF AGREEMENT**

Upon request by the Union, the employer will meet within 30 days with not more than three representatives of the Union to discuss defined benefit plans. For clarity, the parties agree that this is an informational discussion only and not any commitment with respect to defined benefit plans. The Union may provide and the employer will review any relevant information in anticipation of the meeting.