

Collective Agreement

Between

Community Health Services

**(Hereinafter referred to as the
“Employer”)**

and

**Nova Scotia Government & General
Employees Union**

(Hereinafter referred to as the “Union”)

Expiry Date: October 31, 2015

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 - RECOGNITION	5
ARTICLE 3 MANAGEMENT RIGHTS.....	5
ARTICLE 4 DISCRIMINATION.....	6
ARTICLE 5 - STRIKES AND LOCKOUTS	7
ARTICLE 6 - UNION ACTIVITY.....	7
ARTICLE 7 - UNION DUES	9
ARTICLE 8 - MEMBERSHIP COMMUNICATION	10
ARTICLE 9 - INFORMATION	10
ARTICLE 10 - PROBATIONARY PERIOD.....	11
ARTICLE 11 - DISCIPLINE AND DISCHARGE	11
ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	13
ARTICLE 13 - JOB POSTING	13
ARTICLE 14 – HOURS OF WORK.....	15
ARTICLE 15 - OVERTIME.....	19
ARTICLE 16 - TRANSPORTATION.....	20
ARTICLE 17 – RATES OF PAY.....	20
ARTICLE 18 - VACATIONS	20
ARTICLE 19 – PAID HOLIDAYS.....	24
ARTICLE 20 – LEAVES OF ABSENCE	26
ARTICLE 21 - SICK LEAVE	32
ARTICLE 22 - LAYOFF AND RECALL.....	34
ARTICLE 23 - GRIEVANCE AND ARBITRATION	36
ARTICLE 24 - GROUP INSURANCE.....	39
ARTICLE 25 - GROUP RRSP	40
ARTICLE 26 - COMPENSATION FOR INJURY ON DUTY.....	41
ARTICLE 27 - DAMAGE TO EMPLOYEE PROPERTY	42
ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE	42
ARTICLE 29 – HEALTH AND SAFETY	43
ARTICLE 30 – TEMPORARY REDUCTION IN STAFF AND STANDBY	43
ARTICLE 31 - SENIORITY	44
ARTICLE 32 - EDUCATION AND TRAINING	45
ARTICLE 33 - TERM OF AGREEMENT	46
APPENDIX “A” – WAGES.....	48
APPENDIX “B” - TEMPORARY EMPLOYEES	49
APPENDIX “C” – Procedure for Assigning Vacant Shifts.....	51
FEBRUARY HOLIDAY 2017.....	55
SETTLEMENT AGREEMENT.....	56

PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement 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 hereto 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.

The parties recognize that the purpose of Community Health Services is to provide individualized services to persons with intellectual and other disabilities which are client focused and are respectful of the dignity, needs and rights of clients, consistent with the principles and philosophy of the organization and in accordance with applicable legislation.

ARTICLE 1 - DEFINITIONS

1.01 Definitions

- a) **“Agreement”** - means the Collective Agreement between Community Health Services and the Nova Scotia Government and General Employees Union.
- b) **“Bargaining unit” or “Local Union”** – means all employees employed by the Employer in probationary, permanent, and term positions, except those excluded as defined in Article 2.01 and who are members of NSGEU Local 63B.
- c) **“Casual”** is a person who is not a Probationary, Permanent or Term Employee and who works on a day to day basis as required. Casuals are not covered by the collective agreement and are not in the bargaining unit.
- d) **“Employee”** is one who is included in the bargaining unit and is employed by the Employer as a Probationary, Permanent or Term Employee.
- e) **“Employer”** means 3087393 Nova Scotia Ltd. doing business as Community Health Services.
- f) **“Student Placement”** means a person from a recognized post secondary institution who is participating with the Employer in a practicum. The Student Placement is not a member of the Bargaining Unit and is not covered by the collective agreement. The Student Placement shall not reduce the hours of work or benefits of Bargaining Unit members.
- g) **“Holiday”** means the twenty-four (24) hour period commencing at 00:01 hours on a day designated as a holiday, pursuant to Article 19.

h) “Permanent Employee” is:

- (i) A “Full Time Employee” who is a member of the bargaining unit and is employed to work the standard hours of work outlined in Article 14 on a regularly scheduled and recurring basis and who has completed the probationary period.

Or

- (ii) A “Part Time Employee” who is a member of the bargaining unit and is employed to work on a regularly scheduled and recurring basis at least twenty (20) hours per week averaged over a four (4) week rotation, but less than the standard hours of work for Full Time Employees, as set out in Article 14.01, and who has completed the probationary period. The Part Time Employee shall be entitled to all the benefits of the collective agreement on a pro rata basis except where expressly provided otherwise.

i) “Probationary Employee” is an employee hired for a permanent position who has not completed the probationary period.

j) “Seniority” means the length of continuous employment from the most recent date of hire to a permanent position in the bargaining unit.

k) “Service” means paid time with the Employer in a permanent position, except as expressly provided otherwise.

l) “Temporary Employee” means one hired on a regular basis from outside the Bargaining Unit to replace a Permanent Employee on a leave of absence and where the position will be vacant for a specific period of time exceeding three (3) months, or to work an extra staffing assignment that is approved for funding by the Department of Community Services on a temporary basis. Regular shall mean at least twenty (20) hours per week averaged over a four (4) week rotation on a recurring basis.

Temporary employees shall be covered by the provisions of the Collective Agreement as set out in Appendix B. The temporary appointment may exceed twelve (12) months by mutual agreement of the parties. Absent mutual agreement, then the position shall be reposted as a temporary position or posted as a permanent position.

m) “Union” means the Nova Scotia Government and General Employees Union (NSGEU)

n) “Union representative” means any person designated by the Union.

- o) **“Working Day”** excludes Saturday, Sunday and Statutory Holidays, unless specified otherwise in this agreement.

1.02 **Gender**

Wherever the singular or masculine/feminine term is used in this Collective Agreement, it shall be considered as if the plural or feminine/masculine has been used where the context or the parties hereto so require.

ARTICLE 2 - RECOGNITION

2.01 **Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all employees in a bargaining unit consisting of all Permanent ~~full-time~~ Employees and Term Employees employed by the Employer as community residential workers; except casuals, program coordinators, administrative staff, program supervisors and those above the rank of program supervisor and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the *Trade Union Act*.

2.02 **No Mutual Agreements**

No Employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 **Management Rights**

The management and direction of Employees, operations and services is vested exclusively in the Employer, except as specifically abridged or modified by the express provisions of this Agreement. All functions, rights, powers, prerogatives, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer. The Employer shall exercise its rights in a fair and reasonable manner.

3.02 **List of Management Rights**

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, including the establishment and amending of job descriptions.
- (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 the Company, direct the workforce and establish terms and conditions of employment.

3.03 Conforming with Department of Community Services

The Parties recognize that the services provided by the Employer must conform with the provisions of the *Homes for Special Care Act* and the directives, procedures, and policies mandated by the Department of Community Service.

ARTICLE 4 DISCRIMINATION

4.01 No Discrimination

The Employer shall not discriminate by reason of race, colour, religious or political affiliation, sex, age, marital status, physical handicap, ethnic or national origin, except where provincial legislation expressly overrides this Agreement.

4.02 No Discrimination for Union Membership or Activity

The Employer further agrees that there shall be no discrimination by reason of membership in the Union or activities on behalf of the Union.

4.03 No Harassment

Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment based upon the characteristics set out

in Article 4.01 and 4.02. For greater clarity, bullying behaviour is included in the definition of harassment.

4.04 Gender Preference

Where the Employer can establish that client service cannot be reasonably provided otherwise, the parties recognize and acknowledge that gender preference in staff hiring, transfer and promotion constitutes a bona fide occupational requirement and therefore does not constitute grounds for discrimination.

4.05 Same-Sex Family Status

Any applicable family-oriented benefits shall be available to families with same-sex spouses.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

- (a) During the life of this Agreement, and pursuant to the *Trade Union Act*, no employee(s) shall strike, and the Employer shall not lock out Employees.
- (b) The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 6 - UNION ACTIVITY

6.01 Leave for Union Business

Where operational requirements permit, and with at least two (2) weeks notice where possible, special leave without pay may be granted to employees for union business as may be authorized by the Union. Such permission shall not be unreasonably denied. The Employer, at request of the Union, will continue the salary of the employee who is granted leave in accordance with Article 6 and will bill the Union for the employee's salary and benefit costs.

6.02 Recognition, Rights and Duties of Stewards

- (a) The Employer recognizes the Union's right to select stewards and alternates to represent employees in each of the areas served by the Employer. The Union agrees to provide the Employer with a list of employees designated as stewards and alternates. The Employer shall submit a list of Supervisors to the NSGEU.

- (b) Subject to operational requirements, a steward or her alternate is entitled to leave work during working hours in order to participate in a meeting called by the Employer. Leave for this purpose shall be without loss of regular pay.
- (c) When a steward is required to attend a formal grievance meeting during non-working hours, the steward shall, notwithstanding article 15.01, receive straight time pay for time spent at the meeting.

6.03 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 6, 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 union business pursuant to Article 6 provided the Union reimburses the Employer for the Employer's costs of benefits for the period of such leave pursuant to Article 6.01.

6.04 Contract Negotiations

Leave of absence with pay for Union leave shall be granted to not more than three (3) Employees to attend negotiation sessions with the Employer for a renewal of this agreement. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

6.05 Leave of Absence for the Full-time President

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

- (a) An employee who declares an intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) they are to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.

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

ARTICLE 7 - UNION DUES

7.01 Deduction of Union Dues

- (a) The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the semi-monthly pay of all Employees. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full semi-monthly pay period.
- (b) In the event that the Employer changes to a biweekly pay, dues deductions shall be biweekly.

7.02 Notification of Deduction

The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.

7.03 Remittance of Union Dues and Membership Information

The amounts deducted from the pay of the Employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union by the 15th of the following month and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. At this time, the Employer shall also advise the Union in writing of all new hires, leaves of absence greater than two (2) weeks, and terminations that occurred in the previous month.

7.04 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 - MEMBERSHIP COMMUNICATION

8.01 Membership Communication

In each work location, the Union may have a binder for the inclusion of Union material for the purpose of communicating to its members.

ARTICLE 9 - INFORMATION

9.01 Copies of Agreement

The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally between the Employer and the Union.

9.02 Statement of Appointment

Upon hiring or change of status, each Employee shall be provided with a statement of their classification and employment status.

9.03 New Employees

- (a) The Union will provide the Employer with an information package for new employees, which shall include the Union sign up form for the employee to forward to the Union. The Employer agrees to provide each bargaining unit member with a copy of the Collective Agreement and the information package upon signing of a new Agreement and, for new employees, upon hire into a bargaining unit position.

- (b) The Employer shall inform the Secretary of the Local on a monthly basis of the hiring of new employees, of the said employees' names, dates of hire, positions and locations of employment. Where any of the foregoing information is protected by privacy legislation, the Union shall provide the Employer with the Employee's signed consent to release the information to the Union.

9.04 Position Descriptions

Employees shall be provided with current job descriptions outlining the duties and responsibilities of their positions. Upon request, the Union shall be provided a copy of the job descriptions.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Probationary Period

All newly hired employees to a permanent position shall serve a probationary period of one thousand five hundred sixty (1560) hours of work. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.

10.02 Termination of Probationary Employee

Probationary Employees may be discharged during the probationary period at the Employer's sole discretion. In such cases, the Probationary Employee may access the grievance and arbitration procedure, but arbitral review shall be restricted to whether the Employer acted in bad faith.

10.03 Confirmation of Permanent Appointment

The Employer shall, upon successful completion of the probationary period, confirm employment on a permanent basis.

10.04 Compensation for Orientation and Shadow Shifts

An Employee, upon appointment to a position in the bargaining unit, shall be compensated for all approved orientation or shadow shifts.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 (a) No Employee who has successfully completed the probationary period shall be disciplined, except for just and sufficient cause.

- (b) When an investigation into allegations requires a meeting between the Employer and the employee against whom an allegation has been made, or when a Supervisor is setting up a meeting with an employee to impose discipline, the employee shall be advised in advance of that purpose so that the employee may contact a Steward to be present. If no Steward is available, then the employee may have another employee present to ensure the meeting proceeds as scheduled. The Steward or the replacement employee shall not suffer any loss of pay or benefits for time spent at the meeting.
- (c) The Employer supports a system of progressive discipline except in the case of serious offences. Some examples of such offences include client abuse or neglect, theft, malicious damage to company or client property, intoxication or being under the influence of drugs while on duty, and conviction for a serious criminal offence that raises a reasonable doubt as to the employee's trustworthiness in the workplace. In such cases, suspension or immediate dismissal may result.
- (d) **Support for Rehabilitation**

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol or drug dependency or gambling addiction to obtain a program directed to the objective of their rehabilitation. Subject to 11.01 (c), no employee shall be terminated solely for alcohol, drug or gambling dependency as the first disciplinary action.

If the Employer determines that an Employee has an addiction and where the abuse or misuse has had some serious negative consequences for the Employer, its staff or clients, then the Employee shall be subject to discipline, however the addiction diagnosis may be a mitigating factor. Subject to Article 11.01, any further incidents shall be subject to more severe disciplinary action, including dismissal.

11.02 Notification

- (a) Where an Employee is suspended without pay or discharged, the Employer shall, within five (5) working days, notify the employee in writing by email, certified mail or by personal delivery, stating the reason for the suspension or discharge. A written copy will be provided to the Union.
- (b) Provided the Employer is aware of a suspension or discharge prior to the employee's shift, the Employer will make every reasonable effort to notify the employee at home.

- (c) Discipline imposed on an employee shall not be introduced as evidence at a hearing relating to discipline if the employee was not informed of the disciplinary matter when it was imposed.

11.03 Grievance

Where an employee alleges that he has been suspended without pay or discharged contrary to Article 11.1(a), the employee shall lodge his grievance at Step 2 of the grievance procedure within fifteen (15) working days of the date of the disciplinary meeting.

ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

12.01 Evaluations

A formal review of an Employee's performance shall be made annually. The Employee shall be given an opportunity to discuss, comment, and sign the review form in question to indicate that its contents have been read. A copy of any written review will be given to the Employee.

12.02 Access to Personnel Files

Employees shall have access to their personnel files within a reasonable period of time of request.

12.03 Disciplinary Documentation

Where written documentation of disciplinary action exists in an employee's files, and where formal disciplinary action has not occurred for a period of thirty-six (36) months of paid time following the date of the written documentation, such documentation shall be expunged from the employee's personnel file.

ARTICLE 13 - JOB POSTING

13.01 Job Posting

- (a) **Permanent Position**

When the Employer determines that a new position or vacancy occurs within the bargaining unit, the Employer shall post a notice of such new position or vacancy in the Union binder for seven (7) calendar days.

- (b) **Temporary Position**

A temporary position of at least twenty (20) hours per week (averaged over a four (4) week rotation) that will be vacant for a specified period of

time exceeding three (3) months pursuant to article 1.01 (l), shall be posted in accordance with article 13.01 (a).

13.02 Temporary Transfers for Pregnancy

The Employer shall make every reasonable effort to grant a request to a pregnant employee for a temporary transfer and upon certification of need by a qualified medical practitioner and subject to the Employee being suitable for the position to which she will be transferred. The Employer will canvass Employees to determine if there is a suitable Employee who is interested in transferring to the pregnant Employee's position.

13.03 Filling Positions

- (a) (i) Applicants employed by the Employer shall be considered prior to applicants from outside the employ of the Employer.
- (ii) In filling positions, all applicants will be assessed on the basis of qualifications and ability (which, in part, includes client compatibility). Where, in the opinion of the Employer, the qualifications and ability are relatively equal, seniority shall be the deciding factor.
- (b) The Employer shall post the name of the successful applicant(s) in the Union binder within ten (10) working days of the date of hire.
- (c) Notwithstanding any other provision of this article, but subject to Article 13.04 (c), an Employee appointed to a position shall be prohibited from applying for any other position for a period of six (6) consecutive months from the actual start date in the position; however, a Term Employee may apply for a permanent position at any time throughout their assignment.

13.04 Trial Period

- (a) A permanent Employee who is the successful applicant to a new or vacant position shall be given a trial period of five hundred forty-six (546) hours of work in the new position.
- (b) If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, she/he shall be returned to her/his former or a similar position and salary without loss of seniority or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to her/his same or similar position and salary without loss of seniority or other benefits. After the successful completion of the trial period, the appointment shall become

permanent. In implementing the rearrangement of positions, no job postings shall be required.

- (c) An Employee who determines that he/she is unable to perform the duties of the new position in a satisfactory manner shall be returned to his/her former position pursuant to (b) above, providing he/she requests same in writing, setting out the particular aspects of the job that the Employee is unable to satisfactorily perform. Notwithstanding any other provisions of this agreement the Employee will be prohibited from applying for any vacancies for a period of twelve (12) months following the Employee's return to his/her former position.

13.05 Gender Preference

Notwithstanding Article 13.03, job postings may state a preference of gender for the purposes of personal care and role modeling for residents, or where such preference is otherwise demonstrably justified.

13.06 Permanent Employee Filling Temporary Position

A Permanent Employee who fills a temporary position that is posted pursuant to article 13.01 shall maintain permanent status. However, a permanent full time Employee who fills a temporary part time position will receive permanent part time Employee benefits and a permanent part time Employee who fills a temporary full time position shall receive permanent full time Employee benefits.

ARTICLE 14 – HOURS OF WORK

14.01 (a) Full Time Employees

The standard hours of work for Full Time Employees shall normally be a minimum of forty (40) hours and a maximum of forty-two (42) hours per week, averaged over a four (4) week rotation.

(b) Part Time Employees

The standard hours of work for a Part Time Employee shall be at least twenty (20) hours per week but less than full time hours per week, averaged over a four (4) week rotation.

- (c) Notwithstanding Article 14 or any other provision of the collective agreement, the schedules for employees shall be flexible to meet the program needs of clients as mandated in a client's Individual Program Plan (IPP).

- (d) The assignment of additional shifts pursuant to article 14.07 shall be excluded from the calculation of standard hours of work.

14.02 Changes to Master Schedule for Each Work Location

- a) Subject to operational requirements or funding, the Employer agrees to maintain the existing master schedule for each work location.
- b) When, pursuant to (a) above, it is deemed by the Employer that the existing master schedule must be changed due to operational requirements, a minimum of four (4) weeks notice will be given to employees affected by the change.

14.03 Changes to Individual Schedule

Subject to operational requirements, changes to an employee's schedule after it has been posted may be made by the Employer provided twenty-four (24) hour notice has been given to the employee. The twenty-four (24) hour notice may be waived with agreement of the employee.

14.04 Exchange of Shifts

- (a) It is understood that on occasion personal circumstances may require an employee to request a shift exchange to accommodate that exceptional circumstance. Subject to operational requirements, a shift may be exchanged between employees. The exchange must be submitted for approval on the "Shift Exchange Form" to the Program Coordinator at least four (4) working days prior to the exchanged shift.
- (b) Notwithstanding the foregoing notice period, the four (4) working day's notice may be waived by the Employer where the employee is unable to provide such notice due to circumstances beyond the employee's control, and providing the request is communicated by direct consultation with the employee's Program Coordinator. The "Shift Exchange Form" shall then be submitted upon approval.
- (c) A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a reduction in an employee's semi-monthly contracted hours.

14.05 Staff Meetings

The Employer and Union agree that, notwithstanding any provision of the Collective Agreement between the parties to the contrary, the following shall apply to Employees who attend staff meetings scheduled by the Employer.

- (a) An Employee shall receive two hours pay at his/her regular pay rate for attending staff meetings.
- (b) The two hours pay shall not be included in the calculation of hours of work or overtime as set out in Articles 14.01 and 15.01 respectively of the Collective Agreement.

14.06 Right to Schedule

It is the sole responsibility of the Employer to schedule the hours of work of employees as long as it does not contravene the expressed requirements of this Agreement.

14.07 Assigning Vacant Shifts

- (a) Vacant shift means one that becomes vacant due to the short term absence of a Permanent or Term employee.
- (b) Permanent employees shall be eligible to be assigned to vacant shifts in accordance with Appendix C, provided it is a shift additional to their permanent position and provided the shift does not put the employee into overtime compensation.

14.08 Night Sleep Shifts

- (a) The night sleep shift shall be a ten (10) hour period between 2100 hrs and 0900 hrs during which the employee works a combination of active hours and sleep hours, however, the number of active hours worked will not be less than two (2).
- (b)
 - (i) The night sleep shift shall be paid at a stipend equivalent to ten (10) hours times the minimum wage rate.
 - (ii) If a client requires the active support of an Employee during the night sleep and where such active support exceeds fifteen (15) minutes the Employee shall be compensated for one (1) hour at his/her regular rate of pay. For greater clarity, active support does not include the Employee simply being awakened through the night where active support is not required or provided; nor does it include incidental assistance to the client.
 - (iii) In order to qualify for active support pay the Employee must complete an Incident Report detailing the particulars of the active support provided and the time required to provide that support.

- (iv) Notwithstanding Article 14.08 (b)(ii), under no circumstances will the total compensation for the night sleep exceed ten (10) times the Employee's regular rate of pay.
- (c) The ten (10) hour night sleep shift is deemed to be four (4) hours of work for the purposes of articles 10.01, 14.01 and 15.01. Sick and vacation benefits will be accrued and deducted based on six (6) hours at the Employee's regular rate for the ten (10) hour night sleep period.
- (d) This article will come into effect not sooner than eight (8) weeks following signing of the Collective Agreement.

14.09 Shift Report

Employees are required to be at the work place fifteen (15) minutes prior to commencement of their shift in order to complete their shift change duties.

14.10 Shift Differential

- (a) Shift Differential
 - (i) Subject to Article 14.10(c), Employees shall receive a shift differential premium of one dollar fifty cents (\$1.50) per hour for every regular hour worked between 8:00pm and 8:00am.
 - (ii) Effective November 1, 2013, the shift differential premium shall increase to one dollar seventy-five cents (\$1.75) per hour for every regular hour worked on the night awake shift between 8:00pm and 8:00am.
- (b) Weekend Premium
 - (i) Employees shall receive a weekend premium of one dollar fifty cents (\$1.50) per hour for every regular hour worked between midnight Friday and midnight Sunday.
 - (ii) Effective November 1, 2013, the weekend premium shall increase to one dollar seventy-five cents (\$1.75) per hour for every regular hour worked between midnight Friday and midnight Sunday.
- (c) The shift differential and weekend premiums shall not apply to any hours worked on the night sleep shift, except for the two (2) scheduled active duty hours of the night sleep shift.

- (d) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RRSP, or any other benefits under this agreement.

ARTICLE 15 - OVERTIME

15.01 Application

- (a) Overtime for Full-time Employees shall apply to all hours worked in excess of forty-eight (48) hours worked in a one (1) week period.
- (b) Overtime for Part Time Employees shall apply to all hours worked in excess of ninety-six (96) hours worked in a bi-weekly pay period.

15.02 Authorization of Overtime

All overtime must receive prior authorization of a member of the management team or the Emergency On Call staff after hours or on weekends.

15.03 Overtime Compensation

Compensation rates for Employees for overtime hours shall be time and one-half.

15.04 Form of Overtime Compensation

Compensation for overtime shall be in the form of pay. However, if the Employee chooses and the Employer agrees, overtime may be granted in the form of paid time off in lieu of overtime pay at a time mutually agreed by the Employer and the Employee.

15.05 Overtime Eligibility

An Employee must work at least fifteen (15) minutes beyond his normal shift before being eligible for overtime compensation.

15.06 Computing Overtime

In computing overtime, fifteen (15) minute increments are used, rounded to the nearest quarter hour.

ARTICLE 16 - TRANSPORTATION

16.01 Reimbursement

The Employer agrees to reimburse Employees for travel (such as taxi, bus or privately owned vehicle) if prior authorization has been received. The rate of reimbursement for travel by the employee using a privately owned vehicle shall be thirty-four (34) cents per kilometre. The Employer shall reimburse employees for other reasonable travel expenses if prior authorization has been granted.

ARTICLE 17 – RATES OF PAY

- 17.01 (a) The Employer shall pay wages semi-monthly in accordance with Appendix “A” attached hereto and forming part of this Agreement. This sub-article will be in effect until November 29, 2013 after which it shall have no force or effect.
- (b) Effective December 13, 2013, the Employer shall pay wages bi-weekly in accordance with Appendix “A” attached hereto and forming part of this Agreement.
- (c) Statement of earnings and deductions (pay stubs) will be made available for on-line access.

17.02 New Classification

Should a new or substantially altered classification be created within the bargaining unit that is not covered in Appendix “A” of the Agreement, the Employer and the Union shall negotiate the rate of pay. Nothing herein shall prevent the Employer from filling such positions during such negotiations. If the parties are unable to agree on the rate of pay, such dispute shall be submitted to arbitration. The new rate shall be retroactive to the date on which the position was first filled by the Employer.

ARTICLE 18 - VACATIONS

18.01 Vacation Year

The vacation year shall be January 1st to December 31st inclusive.

18.02 Vacation Entitlement – Permanent Full Time Employees

- (a) Permanent Full Time Employees shall earn vacation at the following rates effective date of signing of this agreement.
 - (i) during the first two (2) years of service – 6.67 hrs per month of service (maximum of eighty (80) hours per year)
 - (ii) after two (2) years of service and up to seven (7) years of service – 10 hours per month of service (maximum of one hundred twenty (120) hours per year)
 - (iii) after seven (7) years of service – 13.3 hours per month of service 173.3 hours paid (maximum of one hundred sixty (160) hours per year)
- (b) Prior to November 1 of any vacation year, a Permanent Full Time Employee may request to carry over any portion of one year's vacation to a maximum of forty-eight (48) hours of banked vacation pay credits. Such requests shall not be unreasonably denied. Where the Permanent Full Time employee has made reasonable attempts to schedule vacation and such requests have been denied, the employee may carry over amounts in excess of forty-eight (48) hours.

18.03 Notice of Vacation and Application of Seniority

- (a) Prime Time – June 15 to September 15
 - (i) In scheduling vacation periods senior employees shall have preference, subject to operational requirements. Employees must, no later than April 30, complete and submit a "Vacation Request" form indicating their choice of vacation for the upcoming June 15 through Sept 15 (prime time) period. The Employer shall post, not later than May 15, a vacation roster setting out the approved vacation requests. Should employees neglect to complete the "Vacation Request" form, they shall forfeit the right to exercise seniority for vacation during the prime time period over employees for whom approval has been posted.
 - (ii) It is understood that no employee shall be granted more than fourteen (14) calendar days off until all staff have had the opportunity to choose vacation time during prime time, and these fourteen days must be taken in two (2) blocks, each up to seven (7) consecutive calendar days.

- (iii) Employees may exercise their seniority rights once under Article 18.03 (a)(i) and (ii) and for no more than fourteen (14) calendar days. For great clarity, one seniority choice can include two separate block periods pursuant to (ii) above. An employee will not be deemed to have exercised their seniority rights if there has been no conflict in vacation requests. Where a conflict does exist on vacation requests, the Employer must ask the employee if they wish to exercise their seniority rights for the time in question.
- (iv) An Employee who does not submit a vacation request on or before the April 30 deadline but who subsequently requests vacation for the prime time period will not be considered until after vacation has been granted by seniority to Employees who applied by the deadline pursuant to 18.03 (a)(i). The post April 30 request will be considered on a first come, first serve basis and approval will be conditional on operational requirements.

(b) **Outside Prime Time**

Pursuant to Article 18.03 (a)(ii) and (iii), Employees may exercise their seniority rights only once during each time period set out in Article 18.03(b)(i), (ii) and (iii).

- (i) September 16 – December 10

Vacation time requests for the period from September 16 to December 10 must be submitted not later than August 15. All requests received by the deadline of August 15 shall be granted on a seniority basis, subject to operational requirements. The Employer shall respond to the vacation requests not later than August 22.

- (ii) December 11 – March 4
Vacation time requests for the period from December 11 to March 4 must be submitted not later than November 15. All requests received by the deadline of November 15 shall be granted on a seniority basis, subject to operational requirements. The Employer shall respond to the vacation requests not later than November 22.

- (iii) March 5 – June 14

Vacation time requests for the period from March 5 to June 14 must be submitted not later than February 5. All requests received by the deadline of February 5 shall be granted on a seniority basis,

subject to operational requirements. The Employer shall respond to the vacation requests not later than February 12.

(iv) **Vacation Requests After the Deadline**

An Employee who does not submit a vacation request on or before the deadline in 18.03(b)(i), (ii) or (iii) above but who subsequently requests vacation will not be considered until after vacation has been granted by seniority to Employees who applied by the deadline pursuant to 18.03(b)(i), (ii) or (iii). The post deadline request will be considered on a first come, first serve basis and approval will be conditional on operational requirements. A vacation request received after the deadline but prior to the shift schedule being posted shall have a higher probability of being approved.

18.04 Employee Compensation upon Separation

An Employee, upon their separation from the Employer, shall be compensated for vacation leave to which she is entitled.

18.05 Vacation Information

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

18.06 No Recall During Vacation

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

18.07 Illness During Vacation

If an Employee becomes ill during a period of vacation and requires admission to hospital, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the Employee will be granted sick leave and her vacation credits restored to the extent of the sick leave. The form is to be provided to the

Employer immediately upon the return of the Employee. If the Employee does not have access to the Employer's form, the Employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the Employee saw the physician;
- (b) the date the Employee became ill;
- (c) the nature of the illness;
- (d) the duration, or the expected duration, of the illness; and
- (e) written confirmation of hospitalization.

18.08 Time Spent as President of NSGEU

For the purpose of calculating years of service per Article 18.02, time spent serving as President of NSGEU shall be included.

18.09 Vacation Entitlement – Permanent Part Time Employees

- (a) Part Time Employees with less than seven (7) years service shall receive four percent (4%) of wages as vacation pay; with seven (7) or more years service the Part Time Employee shall receive six percent (6%) of wages as vacation pay.
- (b) No Part Time Employee in the employ of the Employer on March 19, 2013, shall suffer a reduction in vacation entitlement resulting from Article 18.09(a).

ARTICLE 19 – PAID HOLIDAYS

Articles 19.01 through 19.06 apply to Full Time Employees only and "Employee" in these articles shall mean "Full Time Employee" only.

19.01 Paid Holidays

- (a) The paid holidays designated for Employees shall be:
 - (i) New Year's Day
 - (ii) Good Friday
 - (iii) Canada Day

- (iv) Labour Day
- (v) Christmas Day
- (vi) Thanksgiving Day

(b) Effective May 19, 2014 Victoria Day shall be added to the list of paid holidays in 19.01(a) and Articles 19.02, 19.03 and 19.06 shall apply on that date.

19.02 Holiday Pay

When a holiday listed in Article 19.01 falls on a scheduled day off, the Employee shall receive eight (8) hours pay for the holiday.

19.03 Work on a Paid Holiday

When an Employee works on a paid holiday listed in Article 19.01, the Employee shall be paid one and one half (1 1/2) times his/her regular rate of pay for each hour worked on the holiday in addition to the Employees eight (8) hour holiday pay.

19.04 Remembrance Day

An Employee who works Remembrance Day shall be paid two (2) times the Employees regular rate for each hour worked.

19.05 Christmas or New Year's Day Off

Where operational requirements permit, Employees will receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

19.06 Holiday During Paid Vacation

When the calendar date of a designated holiday falls within a period of paid vacation, the holiday shall not count as a vacation day.

19.07 Permanent Part Time Employees

- (a) Permanent Part Time Employees shall receive two percent (2%) of regular pay in lieu of statutory holidays designated in the *Labour Standards Act* and will be paid to the Employee on each pay date.
- (b) A Permanent Part Time Employee who is scheduled to work and works on Christmas Day, New Year's Day, Good Friday, Canada Day or Labour Day shall be paid at the rate of one and one half (1 1/2) times the Employee's regular rate of pay for each hour worked on that day.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Special Leave

Employees may, upon request, be granted special leave without pay at the sole discretion of the Employer.

20.02 Bereavement Leave

- (a) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave without loss of pay for a period of five (5) consecutive calendar days, commencing midnight following the death. An employee will be paid for any of those days he/she was scheduled to work within that five (5) day period. "Immediate family" is defined as an Employee's father, mother, legal guardian, brother, sister, spouse (including common-law spouse, regardless of gender, of more than one (1) year), son/daughter, ward, step-parent, stepson/daughter, grandson/daughter, father/mother-in-law.
- (b) An Employee shall be entitled to one (1) day's bereavement leave with pay in the event of the death of an Employee's grandparent, brother-in-law and sister-in-law.
- (c) In the event that the memorial service of a relative listed in Article 20.02 (a) occurs later than the period of bereavement leave, the Employee may defer the last day of bereavement leave until the day of the memorial service.
- (d) Vacation leave and or banked time shall not be unreasonably denied by the Employer for travel time or the day of the memorial service of a close friend, provided operational requirements permit.

20.03 Court Leave

- (a) Leave of absence with pay shall be given to every Employee, other than an Employee on leave of absence without pay or under suspension, who is required to serve on a jury.
- (b) Any employee given leave of absence with pay to serve on a jury shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.

- (c) The regular hours of work shall include all hours of an Employee who is required by subpoena or summons to attend as a witness in any work related court proceedings or administrative tribunal under the Homes for Special Care Act.

20.04 Pregnancy Leave

A pregnant Employee shall be granted pregnancy leave in the following manner:

- (a) An unpaid leave of absence of seventeen (17) weeks will be granted;
- (b) An Employee shall forward to the Employer a written request for pregnancy leave in accordance with Article 20.08, accompanied by a certificate from a medical doctor stating that the Employee is pregnant and specifying the date upon which delivery is expected to occur.
- (c) The pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery. Providing the Employee cannot be reasonably accommodated, the Executive Director may require the leave without pay to start at a time when the duties of the position cannot be reasonably performed by a pregnant woman, or the performance of the Employee's work is materially affected by the pregnancy.
- (d) Should an employee become ill arising out of her pregnancy prior to the commencement of her pregnancy leave, she shall be granted sick leave pay in accordance with the provisions of Article 21.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) An Employee who returns to work within six (6) weeks of delivery must provide the Employer with a written opinion of a medical doctor to the effect that she is capable of resuming her employment duties.

20.05 Parental Leave

- (a) An Employee who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer notice of the date that the Employee will begin the leave and the date the Employee will return to work.

- (b) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive at the Employee's home during pregnancy leave;
 - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
 - (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.
- (c) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks. If both parents are eligible for parental leave under this agreement, the maximum combined pregnancy leave and parental leave to which the Employees are entitled is fifty-two (52) weeks.

20.06 Parental Leave for Adoptive Parents

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

- (a) shall begin on the date coinciding with the arrival of the child or children in the Employee's home; and
- (b) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.

20.07 Resumption of Work

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with Article 20.08 (c) (ii).
- (b) An Employee is entitled to only one interruption and deferral of leave pursuant to Article 20.07 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 20.04, 20.05 and 20.06 the Employer shall permit the Employee to resume work:

- (i) in the position held by the Employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
 - (ii) with no loss of benefits accrued to the commencement of the leave; and
 - (iii) with no loss of seniority for the period of absence.
- (d) Subject to eligibility requirements of the group insurance plan, while an Employee is on pregnancy, parental or adoptive leave, the Employee shall continue participation in the group insurance plan and premium costs shall continue on the same cost sharing basis as existed at the time of the leave.
- (e) While on Pregnancy, parental or adoptive leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's seniority and service shall be deemed to be continuous. However, service accumulated during such leaves shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

20.08 Notice for Leaves

- (a) An Employee shall give the Employer four (4) weeks' notice of:
- (i) the date the Employee will begin pregnancy leave or parental leave; and
 - (ii) the date the Employee will return to work upon completion of the leave unless the Employee will take the maximum leave to which the Employee is entitled.
- (b) Notice given pursuant to Article 20.08(a) may be amended from time to time by the Employee:
- (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before the earlier date;
 - (ii) by changing any date in the notice to a later date if notice is amended at least four (4) weeks before the original date; and

- (iii) by adding the date that the Employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.
- (c) Article 20.08 (a) notwithstanding, the Employee shall give the Employer as much notice as reasonably practicable of:
 - (i) the date the Employee will begin pregnancy leave, where she is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected;
 - (iii) the first arrival of child or children in the Employee's home where that arrival is not anticipated or occurs sooner than reasonably expected; and
 - (iii) the return to work of the Employee pursuant to Article 20.07(a).
- (d) Notice shall be put in writing where the Employer so requests.
- (e) Upon the request of the Employer, where an Employee takes parental leave, pursuant to Article 20.06, interrupts and defers leave, pursuant to Article 20.07(a), or gives notice pursuant to Article 20.08(a). (b) or (c), the Employee shall provide proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

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

20.09 Paid Leave for Birth of Child

On the occasion of the birth of his/her partner's child an Employee shall be granted one (1) day special leave with pay during the mother's confinement to hospital. This leave may be divided into two (2) periods and granted on separate days.

20.10 Educational Leave

- (a) Employees who have been in the employ of the organization for one (1) or more years shall be eligible for educational leave that will enhance their current position without pay for a period of up to three (3) months.
- (b) Employees who have been in the employ of the organization for two (2) or more years shall be eligible for education leave that will enhance their

current position without pay for a period in excess of three (3) months, up to a maximum of twelve (12) months.

- (c) While on educational leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's seniority and service shall be deemed to be continuous. However, service accumulated during such educational leave shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

20.11 Leave for Family Illness

Employees shall be entitled to leave of absence from all or part of scheduled shifts without loss of regular pay for up to thirty-six (36) hours per calendar year to attend to an illness of a member of the employee's immediate family (spouse, parent, child, or a relative residing in the employee's household or with whom the employee resides). This leave is for the employee to provide for the temporary care of the employee's immediate family and for reasonable time to make alternate care arrangements.

The Employer may require proof of the need for such leave as considered necessary.

Such leave shall be debited against sick leave credits and in the event that the employee has exhausted sick leave credits, it shall be leave without pay.

20.12 Child Care Leave

Employees may, upon request, be granted leave without pay in one or more periods of six (6) months duration to a maximum accumulated absence of one (1) year during an Employee's total period of employment. This leave shall be provided for the care and nurturing of pre-school age children.

20.13 Compassionate Care Leave

- (a) An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member of the Employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued;
 - (ii) where the leave was begun before the certificate was issued, the day the leave was begun.

- (b) The leave of absence may only be taken during the period:
 - (i) that begins with the first day of the week in which the certificate is issued, or where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
 - (ii) that ends with the last day of the week in which either the family member dies, or the expiration of twenty-six (26) weeks following the first day of the week referred to in clause(b) (i).
- (c) A leave of absence under this article may only be taken in periods of not less than one week's duration.
- (d) Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate referred to in subsection (b).
- (e) For the period of time specified in this article, the Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of that period.
- (f) An Employee shall advise an Employer as soon as possible of any intention to take a leave of absence under this article.

20.14 An Employee on a leave of absence without pay shall not be entitled to any monetary benefits under the collective agreement except as expressly provided in Articles 20.07(d), 20.07(e), 24.07 and 26.03.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

- (a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the Employee is not otherwise receiving pay for that day, that the employee has sufficient sick leave credits and provided the Employee satisfies the Employer of his/her condition in the manner determined by the Employer and pursuant to Articles 21.03 and 21.04.
- (b) Any misrepresentation by the Employee in relation to sick leave shall be considered serious misconduct subject to discipline, up to and including dismissal.

21.02 Amount of Sick Leave

- (a) A Full Time Employee shall earn eight (8) hours sick leave for each full month of paid employment, up to a maximum accumulation of one hundred twenty (120) hours.
- (b) A Part Time Employee shall earn prorated sick leave based on the Part Time Employees contracted hours (ie: an Employee with a twenty (20) hour contracted position would earn four (4) hours sick leave for every eighty-seven (87) paid regular hours and the maximum accumulation for such a Permanent Part Time Employee will be sixty (60) hours).

21.03 Employer Notification and Workplace Coverage

- (a) In any case of absence of an Employee due to sickness, the absence shall be reported to the person(s) designated by the Employer at least two (2) hours before the start of a day shift and at least four (4) hours before the start of an evening or night shift.
- (b) The Employer shall be responsible for coverage at work in any case of absence of an Employee due to a sickness.

21.04 Verification

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

to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide.

- (e) For the purpose of this article, the Employer reserves the right to require an Employee to submit to an independent medical examination and the Employer shall be responsible for paying the associated cost.
- (f) If such documentation is not completed and produced the time absent from work shall be deducted from the employee's pay.

21.05 Sick Leave Records

A record of all unused sick leave credits shall be kept by the Employer. Upon reasonable notice to the Employer, an employee shall be advised of the current balance of their sick leave credits.

21.06 Unpaid Sick Leave

An employee who is off sick beyond their entitlement for paid 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 and the provisions of Article 21.04 shall apply.

ARTICLE 22 - LAYOFF AND RECALL

22.01 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).

22.02 Voluntary Reduction in Hours or Layoff

- (a) Where a reduction of the workforce is required, the first step in the process will be to identify an Employee in the location where the reduction is to occur who volunteers to reduce his/her hours of work or take a voluntary layoff.
- (b) Where there is no volunteer at the location, the Employer will seek a volunteer in the bargaining unit.

- (c) Where there are more volunteers than required, the selection shall be by seniority.
- (d) The foregoing process shall be conditional pursuant to Article 13.3.
- (e) In the event that there are no volunteers pursuant to the foregoing, the layoff procedure in Article 22.03 shall apply.

22.03 Layoff

- (a) Layoff means the termination of employment due to a reduction in the workforce.
- (b)
 - (i) In the event of a reduction in the number of positions at a location, the least senior Employee shall be affected, providing the senior Employees being retained are qualified to perform the work pursuant to Article 13.3. If the affected Employee is not the least senior Employee in the Bargaining Unit, the affected Employee will have the option of displacing the least senior Employee with equal or fewer contracted hours in the bargaining unit, providing the affected Employee is suitable to perform the work pursuant to Article 13.3.
 - (ii) A displaced Employee shall have the right to displace a junior Employee pursuant to Article 22.03(b)(i) and (b)(iii). This process shall continue until the least senior Employee in the bargaining unit is laid off.
 - (iii) For part time Employees the right to displace shall not include the right to displace an Employee with greater contracted hours.
- (c) Where possible the Employer shall notify Employees who are to be laid off four (4) weeks prior to the effective date of layoff; but in no event shall the layoff notice be less than two (2) weeks. If the Employee has not had an opportunity to work the days as provided in this article, he/she shall be paid for the contracted hours for which work was not made available.

22.04 Recall in Order of Seniority

- (a) Employees who are laid off as a result of a reduction in the workforce shall be recalled in order of their seniority, providing they have the necessary qualifications for the position.
- (b) An Employee who is employed with another employer at the time of recall shall give the Employer notice of their intention to return to work and shall

return to the services of the Employer within two (2) weeks of notice of recall.

- (c) Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

22.05 No New Hires

No persons shall be hired until those who are laid off have been given an opportunity of recall.

22.06 Bargaining Unit Work

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work to the extent that such work results directly in the layoff of a permanent employee.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.01 Definition

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

23.02 Grievance Procedure

STEP ONE - COMPLAINT:

- (a) The employee and/or steward/local President representing the employee will first discuss the complaint with the employee's immediate supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The Supervisor shall give a response to the complaint within fifteen (15) working days of the complaint.
- (b) If the employee's Step 1 complaint is not discussed with the supervisor within within the fifteen (15) working days, the complaint shall be deemed to have been abandoned and cannot be reopened.

STEP TWO - GRIEVANCE:

Failing satisfactory settlement of the complaint the grievance shall be submitted in writing to the Executive Director or designate within fifteen (15) working days following the Step 1 decision. The Executive Director or designate shall respond within fifteen (15) working days after receipt of the grievance.

STEP THREE:

Failing a satisfactory settlement being reached in Step 2, if the Union decides to refer the dispute to arbitration, such referral shall take place within fifteen (15) working days of the Union receiving the written decision of the Executive Director or designate at Step 2.

23.03 Right to Union Representative

Where the Employee presents her/his grievance in person at step 2, or at any grievance meeting following step 1 the Employee may be accompanied by a representative of the Union.

23.04 Extension of Time Limits

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

23.05 Policy Grievance

A policy grievance is one where either party disputes the general application or interpretation of this agreement. A policy grievance shall be initiated at Step 2 of the grievance procedure. A policy grievance shall not apply in cases of individual grievances and, for greater clarity, no individual remedy shall be available.

23.06 Employer to Inform Union

The Employer shall advise the Union of the names of the persons designated at the levels of the grievance procedure.

23.07 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

23.08 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established in Nova Scotia Department of Labour. It is agreed that if voluntary mediation is utilized, neither party shall be deemed to

have waived its right to proceed to arbitration unless the parties agree that the voluntary mediation recommendations shall be binding upon both parties.

23.09 Appointment of Single Arbitrator

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

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

23.10 Appointment of Arbitration Board

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

23.11 Conduct of Arbitration Board

The Board may determine its own procedure in accordance with the *Trade Union Act* and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.

23.12 Arbitration Award

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the arbitration board shall be binding, final and enforceable on the parties. The Board 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.

23.13 Clarification of Arbitration Award

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the arbitration board to reconvene the Board to clarify the decision which it shall make every effort to do within seven (7) days.

23.14 Arbitration Fees and Expenses

- (a) Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*.
- (b) Where the matter has been dealt with by the Arbitration Board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the Chair, as provided in Section 43 of the *Trade Union Act*.

ARTICLE 24 - GROUP INSURANCE

24.01 Group Benefit Plans

The Employer shall provide for group life, accidental death and dismemberment (AD&D), long term disability, health and dental insurance benefits.

24.02 Benefits Committee

The parties agree to maintain a Benefits Committee to provide advice and make recommendations to the Employer on matters relating to the management of the group benefit plans. The Committee shall consist of not more than two (2) members appointed by the Union, and no more than two (2) representatives to be determined by the Employer. Notwithstanding Article 15.01, employees shall be paid straight time for attending and, where the Employee attends on a day off, the paid time will not be used in the calculation of hours of work set out in Article 14.01.

24.03 Cost Sharing

The Employer and the employee shall cost share on a 50/50 basis the premiums for health and dental insurance benefits. Premiums for the long term disability plan (LTD), life and AD&D shall be paid fully by the Employee.

24.04 Participation for Life, AD&D and LTD

Participation shall be mandatory for life, AD&D and LTD.

24.05 Participation for Medical and Dental

Participation in the health and dental insurance plans shall be mandatory except for those Employees who have coverage under a separate plan and who provide proof thereof to the satisfaction of the insurance carrier.

24.06 Eligibility for Plan Participation

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

24.07 Participation While on Unpaid Leave

An Employee 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 (30) days of the date the Employer is required to remit payment to the plan provider.
- (d) The Employer shall advise the employee informing him/her of the amount of premiums owing within ten (10) working days of the Employer being advised of the leave.
- (e) An employee who fails to meet any of the foregoing conditions will have his/her group insurance plan benefit discontinued.

ARTICLE 25 – GROUP RRSP

25.01 Contributions

Six (6) calendar months following appointment to a permanent position, the Employer and Employee shall each contribute at the rate of five percent (5%) of regular earnings to a Group Registered Retirement Savings Plan (RRSP).

25.02 Participation Mandatory

Subject to Article 25.01, participation in the Group RRSP shall be mandatory.

25.03 RRSP Deposit

RRSP contributions will be electronically deposited with the plan provider not later than twenty (20) calendar days following the month for which the deductions were made.

ARTICLE 26 - COMPENSATION FOR INJURY ON DUTY

26.01 Employees Injured on Duty

- (a) Employees who have 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 apply for Workers' Compensation benefits except as provided in Article 26.03.
- (b) The process for reporting a workplace injury in various circumstances will be posted by the Employer on the JOHS bulletin board in each 24/7 location and will be inserted in the Employee Handbook. The process shall be reviewed by the JOHS Committee prior to being posted. Where an employee is injured on duty and does not follow the process, and where the Employer is subsequently fined by WCB for failure to report the injury, the employee shall be subject to disciplinary action.

26.02 Sick Leave Paid if WCB Claim Not Approved

In the event the Employee's claim for Workers' Compensation is not approved, the Employee shall be treated as being on regular sick leave, providing the Employee provides the Employer with proof of illness satisfactory to the Employer, and provided the Employee has sufficient sick leave credits.

26.03 In the event the employee's claim for Workers' Compensation is approved, the Employee will receive sick leave pay for the time missed during the first two (2) days absent from a scheduled shift following the injury or accident provided the employee is off for less than five (5) weeks and provided the employee has sufficient sick leave credits. If the Employee is on Workers' Compensation for more than five (5) weeks, the Employer will be reimbursed for the paid sick leave and the Employee's sick bank will be reimbursed accordingly.

26.04 Subject to eligibility requirements of plan policies, employees shall continue participation in the group insurance by continuing contributing his/her share of the plan premiums for a period of six (6) months from the date of injury. Following expiration of this six (6) month period, employees may choose to continue participation in the plan by paying one hundred percent (100%) of the monthly premium.

ARTICLE 27 - DAMAGE TO EMPLOYEE PROPERTY

27.01 Damage to Employee Property

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 Executive Director shall arrange to reimburse the employee for reasonable expenses, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items are watches, glasses and clothing.

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28.01 Labour Management Committee

The Union and the Employer agree to maintain a Labour Management Committee. The Committee shall comprise 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. 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.

28.02 Meetings of the Labour Management Committee shall occur during normal business hours and, notwithstanding article 15.01, members of the Committee attending shall receive straight time for all hours in attendance.

ARTICLE 29 – HEALTH AND SAFETY

- 29.1 The parties agree to be bound by the provisions of the *Occupational Health and Safety Act, 1996, c. T, s.1* and regulations, and to make all reasonable provisions for the occupational health and safety of the employees, in accordance with the standards established pursuant to the Act.
- 29.2 A Joint Occupational Health and Safety Committee, shall be comprised of two (2) members appointed by the Employer and two (2) members elected by the membership.
- 29.3 The Joint Committee's responsibilities will include performing any duties required by the Occupational Health and Safety Act, or as the Union and Employer may mutually agree from time to time to assign to the committee.
- 29.4 An employee who is a member of the Committee is entitled to time off from work, with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the Occupational Health and Safety Act and regulations, and to carry out the employee's functions as a member of the Committee.

ARTICLE 30 – TEMPORARY REDUCTION IN STAFF AND STANDBY

30.01 Temporary Reduction in Staff and Standby

When a situation arises that results in a temporary staff reduction at a location for a period of time (usually 24 hours or less), an Employee may be transferred to another location for the duration of his/her scheduled shift. At the request of the Employee, he/she may be permitted to leave the workplace, but remain on standby and be immediately available to return to work, if required by the Employer.

30.02 Employee Availability

An Employee who leaves the workplace must provide contact information should the Employer require their return to active work.

30.03 Standby Compensation

Compensation for standby pursuant to article 30.01 and 30.02 shall be one-half (1/2) the Employee's pay rate for any agreed upon period of standby. In the event the Employee is required to return to work the regular rate of pay shall apply.

ARTICLE 31 - SENIORITY

31.01 Seniority List

- (a) A seniority list shall be established by the Employer for all permanent employees in the bargaining unit, showing the name and seniority date of each employee who has acquired seniority under this Agreement. If two (2) or more employees are hired on the same date, their first day of work shall determine their seniority ranking. If two or more employees start work on the same day, a random draw will be done to establish seniority in the presence of the Local President or Union designate.
- (b) These seniority lists will be brought up to date every six (6) months and at each revision will be placed in the Union binder in each work location (excluding ILS and Supervised Apartment Program locations) during the months of January and July. Employees shall have thirty (30) days to file any corrections to the seniority list. In the absence of any corrections agreed to by the parties, the list shall be deemed accurate.
- (c) A copy of the seniority list will be sent to Nova Scotia Government and General Employees Union.

31.02 Filling Management Positions

- (a) An Employee who fills a management position that is outside the bargaining unit shall retain seniority for a period of twelve (12) continuous months but shall not accumulate seniority while in the management position. If after twelve (12) months the Employee does not return to the bargaining unit, all seniority shall be lost. The twelve (12) month period may be extended by mutual agreement of the parties.
- (b) While in the position outside the bargaining unit, the Employee shall not pay union dues nor shall the Union have a duty to represent the Employee in any matter arising out of his or her position outside the bargaining unit. However, the Union reserves the right to represent the Employee where, upon completion of a temporary appointment to the excluded position, the Employee's return to the bargaining unit is jeopardized.
- (c) An employee who fills a position outside the bargaining unit pursuant to (a) and (b) above shall be eligible to apply for a bargaining unit position during the period that the Employee retains seniority.

31.03 Loss of Seniority

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

- (a) Resignation and the resignation has not been revoked by the employee within forty-eight (48) hours of being served on the Employer.
- (b) Layoff which lasts more than twelve (12) consecutive months.
- (c) Being recalled to work and failing to return to the service of the Employer within fourteen (14) days of notice of recall.
- (d) Being absent from work for three (3) consecutive shifts without notifying the Employer, unless there are extenuating circumstances.
- (e) Discharge and the Employee is not reinstated.
- (f) The Employee remaining in a management position with the Employer but outside the bargaining unit for a period in excess of twelve (12) months except where an extension has been agreed to by the Union and the Employer for a longer period.

ARTICLE 32 - EDUCATION AND TRAINING

32.01 Obtaining Required Minimum Standards

Employees will not be reimbursed the time required for training to meet the minimum course standards established by the Department of Community Services (DCS).

32.02 Recertification and Required Training

- (a) Where possible, the Employer will provide the required recertification and/or training, (including written training material, on-line or multi-media course work) during the Employees scheduled shift.
- (b)(i) There may be circumstances where the Employer is unable to provide the required recertification/training during the Employees scheduled shift. The Employer will therefore, provide each Permanent Full Time Employee a training allowance of six (6) hours per year for the Employee to use as paid time in order to attend training required by the Employer or for the Employee to maintain certification. The Employee may carry over unused training allowance hours from one (1) calendar year to the next, to a maximum accumulation of twenty-four (24) hours.

- (ii) Part Time Employees shall be provided a three (3) hour allowance pursuant to (b)(i) above to a maximum accumulation of twelve (12) hours.
 - (iii) For the avoidance of doubt, an Employee who wishes to access the training/recertification banks pursuant to 32.02 (b)(i) and (b)(ii) must request the same, in writing, prior to the training/recertification session and approval will be at the Employer's sole discretion.
- (c) Pursuant to article 32.02 (b), each Employee shall be credited with the applicable training allowance on January 1 of each year, providing the Employee is in the employ of the Employer on that date. For greater clarity, an Employee hired after January 1 of any year shall not receive the training allowance until January 1 of the following year. This training allowance provision shall commence six (6) months following the signing of the Collective Agreement, prorated accordingly for the part year.

32.03 The Employer will provide the instructor and training material costs for Employees pursuant to Articles 32.01 and 32.02.

32.04 In the event a required training program has an examination and an Employee is unsuccessful in attaining the required certification, the Employer will have no further obligation under this article to provide any financial or material support to the Employee in attaining the required certification.

32.05 A newly hired Employee who does not meet the required minimum standards as established by the Department of Community Services for the Community Residential Worker (CRW) classification within six (6) months of work following the date of hire, or a Permanent Employee who fails to maintain the minimum standards, will not be eligible to be employed as a CRW.

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration and Renewal of Agreement

The term of this Agreement shall be from April 1, 2012 to October 31, 2015.

33.02 No Retroactivity Except for Wages

There will be no retroactive effect given to any article or matter arising between the parties prior to date of signing, except for wages.

33.03 Retroactive Pay for Terminated Employees

Employees who have left their employment between April 1, 2012 and the date of signing of this Collective Agreement shall be entitled to full retroactivity for any applicable wage increase. Such Employees shall be given written notice by mail by the Employer to the Employee's last known address given to the Employer, that he/she has sixty (60) calendar days in which to claim any retroactive payment.

33.04 Notice to Renegotiate

This Agreement shall be automatically renewed for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

33.05 Reopener During Term of Agreement

- (a) The contents of this Agreement may be altered at any time by the mutual consent of the parties to it.
- (b) In the event that one party wishes to alter a part of this agreement, it must submit, in writing, the request to the other party. The request must contain a description of the article(s) of the agreement that should be reviewed and a proposed date of meeting and meeting place.
- (c) Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether or not a meeting shall occur.
- (d) Should the party receiving the request reply positively to the request, the parties shall meet to negotiate the matter. If the parties agree on the amended language, it shall be deemed to be negotiated into and form part of the Collective Agreement.
- (e) The signatories to the amending document for the union, shall be the Employee Relations Officer, and for the Employer shall be the Executive Director or designate.

APPENDIX "A" – WAGES

A - 1

Community Residential Worker	Step 1	Step 2
April 1, 2012	\$16.00	\$17.61
November 1, 2012	\$16.32	\$17.96
November 1, 2013	\$16.73	\$18.41
November 1, 2014	\$17.23	\$18.96

Step 1 –probationary

Step 2 – permanent

A – 2

A Temporary Employee shall be paid at the Step 1 rate for the duration of the Temporary position.

APPENDIX “B” - TEMPORARY EMPLOYEES

APPENDIX B - I

Notwithstanding the term “Employee” as used in the Agreement, Temporary Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

- Article 1 – Definitions – In its entirety
- Article 2 – Recognition - In its entirety
- Article 3 - Management Rights - In its entirety
- Article 4 – Discrimination - In its entirety
- Article 5 – Strikes and Lockouts - In its entirety
- Article 7 – Dues Deduction - In its entirety
- Article 8 – Membership Communication - In its entirety
- Article 9 – Information - In its entirety
- Article 11 – Discipline and Discharge
11.01(b) and 11.02 only
- Article 12 – Employee Performance Review and Employee Files
12.01 & 12.02 only
- Article 13 – Job Posting
Articles 13.01, 13.02, 13.03 and 13.05 only
- Article 14 – Hours of Work - In its entirety
- Article 15 – Overtime - In its entirety
- Article 16 – Transportation - In its entirety
- Article 17 – Rates of Pay - In its entirety
- Article 18 – Pay in Lieu of Vacation and other Benefits

(a) Temporary Full Time Employee

In lieu of vacation, holiday pay and other benefits provided to other Employees under the Collective Agreement, a Temporary Employee replacing a Permanent Full Time Employee shall be compensated with a supplementary payment equal to eight (8) per cent of their earnings in each pay period.

(b) Temporary Part Time Employee

In lieu of vacation, holiday pay and other benefits provided to other Employees under the Collective Agreement, a Temporary Employee replacing a Permanent Part Time Employee shall be compensated with a supplementary payment equal to six percent (6%) of earnings in each pay period.

- Article 19 – Work on a Holiday
A Temporary Employee who works on a holiday set out in article 19.01 of the Collective Agreement shall be paid one and one half (1.5) times his/her rate of pay for hours worked on a holiday.
- Article 20 – Leaves of Absence
20.02 only
- Article 23 – Grievance and Arbitration - In its entirety
- Article 26 – Compensation For Injury On Duty
26.01 only
- Article 27 – Damage To Employee Property - In its entirety
- Article 28 – Labor Management Committee - In its entirety
- Article 29 - Health and Safety - In its entirety
- Article 30 - Temporary Reduction in Staff and Standby –In its entirety
- Article 34 - Duration, Retroactivity & Reopener During Term - In its entirety
- Wages – The Temporary Employee shall be paid at the rate set out in Appendix A, paragraph A-2, for the duration of the temporary position
- Appendix “B” – Temporary Employees - In its entirety
- Appendix “C” -- Procedure for Assigning Vacant Shifts – In its entirety

APPENDIX B – II

Direct Hire into Permanent Position

A Temporary Employee hired directly into a permanent position without returning to casual status shall have seniority and service back dated to date of hire in the temporary position upon successful completion of the probationary period.

APPENDIX B – III

Notice of Termination of Temporary Appointment

- (a) Ten (10) working days notice in writing shall be given to any Temporary Employee whose services are to be terminated for reasons other than willful misconduct, or neglect of duty, provided that if such notice is not given a sum equal to ten (10) days pay shall be paid to the Employee in lieu of notice.
- (b) Notwithstanding (a) above, the ten (10) day notice will not be required where the returning Employee fails to provide the Employer with adequate notice or where DCS funding for the position has terminated without notice, and where the Temporary Employee cannot be transferred to another location.

APPENDIX “C” – Procedure for Assigning Vacant Shifts

1. Definition

For the purpose of Appendix C only, ‘employee’ shall mean those that work on a full time, part time, and casual basis.

2. Employee Availability Form

- (a) Employees who wish to be assigned vacant shifts pursuant to Appendix C must complete the Employee Availability Form (the Form) in order to be eligible for such assignment.
- (b) The Form must be submitted to the office one (1) month prior to the schedule coming into effect. Once submitted, the Employer will rely on the Form in assigning shifts in accordance with Appendix C.
- (c) Employees must specify on the Form their availability to work vacant shifts specifying date and shift.
- (d) Employees must also specify on the Form the maximum number of hours per week they would prefer to work, including their regular schedule.
- (e) An employee is not eligible to be assigned vacant shifts if the Form is not completed and submitted in accordance with the foregoing provisions.

3. Prime Time Exemption

- (a) This procedure for assigning vacant shifts shall apply only to the period October 1 to May 30.
- (b) During the Prime Time vacation period of June 1 to September 30, the provisions of Appendix C will not apply. During this period casuals will be assigned to summer positions to facilitate the granting of vacation to Permanent Employees.

4. Assignment Criteria

Management will make every reasonable effort to distribute vacant shifts to employees on a fair and equitable basis. Assignments will be based on employee availability and a suitable match of the employee to the work to be carried out.

5. Fair and Equitable Distribution

- (a) (i) Fair and equitable distribution will be assessed on a bi-monthly basis (or as otherwise agreed) by a two (2) person Look Back Committee, one (1) management and one (1) union (Local President or designate). Notwithstanding Article 15.01, the employee representative shall be paid straight time for attending meetings.
- (ii) Any deficiencies will be addressed during the subsequent bi-monthly period.
- (b) Fair and equitable shall be measured based on the relative proportion of an employee's specified availability to that of other employees.
- (c) Refused shifts and no answer calls will be considered offered shifts in the determination of fair and equitable distribution. The assignment of vacant shifts where the Employer received less than forty-eight (48) hours notice will not be used in the determination of fair and equitable distribution.

Representing the Union:

Joan Jessome
President, NSGEU

Dave Moore
Employee Relations Officer

Shauna Ferrar
Negotiating Committee Member

William Robinson
Negotiating Committee Member

Representing the Employer:

Albert Fudge
Executive Director, CHS

Debbie Adams
Negotiating Committee Member

Janet Langille
Negotiating Committee Member

Tammy Mayo
Negotiating Committee Member

Dated at Halifax this _____ day of _____ 2013.

MEMORANDUM OF UNDERSTANDING

Between

**Community Health Services
("Employer")**

- and -

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

RE: Employer Notification and Workplace Coverage

Notwithstanding Article 21.03 of the Collective Agreement the Employer and Union agree that when an employee's shift begins at 7am, in any case of absence of an Employee due to sickness, the absence shall be reported to the person(s) designated by the Employer at least one (1) hour before the start of their day shift.

Either party can terminate this agreement in writing, with 4 weeks' notice and, in any event, this agreement shall terminate with the Collective Agreement.

DATED this _____ day of November, 2015

Community Health Services

Nova Scotia Government & General
Employees Union

MEMORANDUM OF UNDERSTANDING

Between

Nova Scotia Government and General Employee's Union (the "Union")

And

Community Health Services (the "Employer")

FEBRUARY HOLIDAY 2017

The above named Parties agree as follows:

1. Notwithstanding the paid holidays listed in Articles 19.01, the Employer and the Union agree that Monday, February 20, 2017 will be recognized as a paid Holiday for Permanent Full Time and Permanent Part Time Employees actively employed immediately preceding and following the February 20th Holiday.
2. (a) A Full Time Employee who does not work on February 20, 2017, shall receive eight (8) hours pay for the Holiday.

(b) A Full Time Employee who attends at work on February 20, 2017 shall receive eight (8) hours regular pay and shall also be paid at the rate of one and one half (1½) times his/her regular rate for the time worked.
3. (a) A Part Time Employee who does not work on February 20, 2017 shall receive holiday pay on a pro-rated basis based on the regular biweekly hours for which the Employee was hired. For example:

40 hours biweekly = 4 hours holiday pay
32 hours biweekly = 3.3 hours holiday pay

(b) A Part Time Employee who attends work on February 20, 2017 shall receive holiday pay pursuant to 3 (a) above and shall also be paid at the rate of one and one half (1½) times his/her regular rate for the time worked.
4. For greater clarity, this Memorandum of Understanding applies to February 20, 2017 only and for subsequent years only the express provisions of Article 19 of the Collective Agreement shall apply.

DATED and effective at _____, Nova Scotia, this _____ day of January, 2017.

Community Health Services

Nova Scotia Government & General Employees Union

IN THE MATTER OF: The *Trade Union Act*, R.S.N.S. 1989, c. 475

-and-

IN THE MATTER OF: A Policy Grievance dated May 27, 2015

BETWEEN:

Nova Scotia Government and General Employees' Union

(the "Union")

-and-

Community Health Services

(the "Employer")

SETTLEMENT AGREEMENT

WHEREAS the Union filed a policy grievance by letter dated May 27, 2015;

AND WHEREAS the parties participated in mediation on May 24, 2016;

AND WHEREAS the parties wish to resolve the grievance by this Agreement;

NOW THEREFORE the parties agree as follows:

1. Subject to the satisfactory performance of this Memorandum of Settlement, and the terms below, the Union and the Employer consider the grievance as resolved;
2. The parties agree that, notwithstanding Article 32.05, newly-hired employees will have three months from their date of hire into a bargaining unit position to obtain the following competencies: WIIMIS, Fire and Life Safety, Crisis Prevention and Intervention, Health and Personal Care, Individual Planning, and Non-Adversive Behavior Strategies;

3. The Employer will make every reasonable effort to make available, during the scheduled shifts of employees, the education and training required to obtain the competencies described in paragraph 2, within the three-month period described in paragraph 2;

4. Should circumstances beyond the control of the employee prevent the employee from completing the required education and training within the three-month period described in paragraph 2, the Employer will provide a reasonable extension to the three-month period to enable the employee to complete the training;

5. The Union agrees that the grievance is hereby fully and finally resolved and withdrawn.

6. Arbitrator Susan Ashley will retain jurisdiction over the interpretation and administration of this Agreement.

DATED at Halifax, Nova Scotia, this 24th day of May, 2016.

Nova Scotia Government and general
Employees' Union

Per:

Community Health Services

Per: