

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**Shelburne Association Supporting Inclusion**

**FOR**

**BARRINGTON DEVELOPMENTAL RESIDENCE**

**AND**

**NOVA SCOTIA GOVERNMENT & GENERAL  
EMPLOYEES UNION**

**April 1, 2012 to March 31, 2015**

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## **PREAMBLE**

It is the intent and purpose of parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Employer and its Employees and allow the Employer to operate in an efficient and competitive manner complying with the contents of this Collective Agreement and consistent with statutory requirements and to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed and respected by the parties hereto.

The parties recognize that the mission of the Barrington Developmental Residence is, as a residential service, to work with persons with disabilities to improve the quality of their lives. It is agreed that the parties recognize that the purpose of the Barrington Developmental Residence as a residential service is to provide quality services to persons with disabilities which are integrative, individualized, social role valorization, respectful of the dignity and rights of the client, and consistent with the principles and philosophy of the organization.

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 1 - DEFINITIONS**

### **1.01 Definitions**

For the purpose of this Agreement:

- (a) "Casual Employee" means those Employees who are not regularly scheduled and who are neither "Full-time" nor "Regular Part-time". Casual Employees are excluded from the bargaining unit and not subject to the terms of the Agreement, and may be scheduled at the discretion of the Employer as required.
- (b) "Day" means a period of eight (8) hours for the purposes of calculating accumulation and use of leave benefits. However, where Employees work a different shift other than an eight (8) hour shift, they will deplete the hours of benefits accumulated for benefits or time off equivalent to the hours arising from their absence from work. "Working Day" shall mean Monday through Friday, excluding holidays.
- (c) "Employee" means a person who is included in the bargaining unit employed as a Full-time or Regular Part-time Community Support Worker at the Barrington Developmental Residence.
- (d) "Employer" is an incorporated non-profit society, operating under the name of Shelburne Association Supporting Inclusion.

- (e) "Full-time Employee" means an Employee who occupies a Full-time Community Support Worker position within the bargaining unit.
- (f) "Holiday" means the twenty-four (24) hour period commencing at 0001 a.m. on a day designated as a Holiday in this Agreement.
- (g) "Management" means those staff delegated by the Board to act on its behalf including Executive Director, Residential Supervisor, Team Leader and other designated positions.
- (h) **“Night Sleep” Effective the first pay period following the ratification of this agreement an Employee working a night sleep shift shall receive a stipend for the eight (8) hour shift equivalent to 8 times the Nova Scotia Provincial Minimum Wage rate. The night shift shall include two (2) active hours and the six (6) sleep hours. An employee who is required to attend to residents during the sleep portion of the Night Sleep shall be paid the employees hourly rate for each hour, or part thereof, the employee is required to work. Such incidents must be reported to the supervisor.**
- (i) “Regular Part-time Employee” means an Employee who works less than two thousand eighty (2,080) regularly scheduled hours in a year. For the purposes of this Article, no casual hours will be included in the calculation of regularly scheduled hours of work and “Night Sleep Shift” shall be deemed to comprise the greater of four (4) hours or the hours for which the Regular Part-time Employee is paid for the Night Sleep shift.
- (j) "Seniority" means the length of employment from the date of hire in a permanent full-time or permanent Regular Part-time position. Seniority is lost when an Employee resigns or leaves the bargaining unit or is terminated without reinstatement, or as otherwise outlined in this Collective Agreement.
- (k) "Service" means the total accumulated months of active employment with the Employer.
- (l) “Term Employee” means an Employee appointed on a term basis for not longer than one (1) year and such Term Employee, aside from Regular Part-time Employees appointed to term positions, are not included in the bargaining unit and are not subject to the terms of the Agreement.
- (m) “Union” means the Nova Scotia Government and General Employees Union.
- (n) **“Shift Transition” means the period of time between an active shift and Night Sleep Shift where the Employee may elect to stay on site without pay rather than leaving and returning to the workplace.**

## **1.02 Benefits for Regular Part-time Employees**

Benefits for Regular Part-time Employees covered by this Collective Agreement will be limited to those specifically provided to such Regular Part-time Employees in this Agreement.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Recognition**

The Employer recognizes the Union as the bargaining agent for a bargaining unit, as defined in Labour Relations Board Order No. 5041, dated 24th day of March, 2003, consisting of all Full-time and Regular Part-time Employees of the Shelburne Association Supporting Inclusion, 117 Clements Street, Shelburne, NS employed as residential counsellors but excluding the Executive Director, Residential Supervisors and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act.

### **2.02 No Discrimination**

The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.

### **2.03 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 the Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 Management Rights**

All statutory and inherent management rights, prerogatives and functions are retained and vested exclusively in the Employer and any matter arising out of those rights, prerogatives and functions which have not been expressly modified or restricted in this Agreement shall not be the subject of collective bargaining. All functions, rights, powers and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

### **3.02 Failure to Exercise a Right Is Not a Waiver**

The Employer's failure to exercise any right, prerogative, or function or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **3.03 Right to Delegate**

The Employer reserves the right to delegate its authority in any manner it sees fit under this Agreement.

## **ARTICLE 4 - DISCRIMINATION**

### **4.01 No Discrimination**

- (a) The Employer and Union agree that there shall be no discrimination by either party of any Employee by reason of any prohibited grounds of discrimination as outlined in the Human Rights Act, R.S.N.S. 1990 c. 214. The parties agree that bona fide occupational requirements do not constitute prohibited grounds of discrimination.
- (b) The parties acknowledge that there is no mandatory retirement at the age of sixty-five 65, however entitlement to benefits will be governed by the terms of the benefit plans in effect and, there shall be no cause for grievances should Employees be disentitled to coverage based on the text of the plan.

### **4.02 Workplace Free of Sexual Harassment**

Both the Union and the Employer consider harassment to be reprehensible and are committed to maintaining an environment in which harassment does not exist.

### **4.03 Same Sex Spouses**

To the extent Employees are eligible for spousal benefits, these shall be available to same sex spouses.

- 4.04** The parties agree that when an Employee seeks an accommodation on the grounds of disability, he/she shall provide the necessary medical information to support the accommodation. In addition, the medical information must set out all

limitations necessitated by the disability as well as the treatment plan the Employee is participating in. This information shall be maintained in a confidential manner and shall not be shared with any party without the written consent of the Employee. Furthermore, the parties acknowledge that the Employer's duty to accommodate is to the point of undue hardship. **The parties further acknowledge that all parties, including the Employer, Union and Employee, must cooperate with each other in the accommodation process.**

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

### **5.01 No Strike or Lockout**

During the life of this Agreement, and pursuant to the Trade Union Act, no Employee(s) shall strike, and the Employer shall not lockout Employees.

### **5.02 Definitions**

The words "strike" and "lockout" shall be as defined in the Trade Union Act.

## **ARTICLE 6 - UNION ACTIVITY**

### **6.01 Notification**

The Union shall notify the Employer of the names of its local stewards and executive.

### **6.02 Time Off for Processing Grievances, Complaints**

Subject to receipt of their Supervisor's approval, Union representatives may be entitled to leave their work, without loss of pay during working hours, in order to carry out their functions under this Agreement, which are limited to the processing of complaints or grievances. Permission to leave work during working hours will not be unreasonably withheld provided operational requirements permit the Union representative to be absent from the workplace. The Union representative will report to her/his Supervisor prior to returning to their duties.

### **6.03 Updated List of Union Stewards, Executive**

The Union agrees to keep the Employer informed of its current list of shop stewards, executive, and the employee relations officer and shall within five (5) days of any change notify the Employer.

### **6.04 ERO Access to Head Office**

Subject to prior Employer approval, and provided that, in the Employer's opinion, the visit does not interfere with the progress of the work, the employee relations officer of the Union may have access to the Employer's head office premises to discuss Union business with the Employer.

### **6.05 Leave of Absence for Union Business**

On request of the Union, leave without pay may be granted to Union representatives to attend to Union business, conventions, conferences for education programs and committees. Approval is to be determined by the Employer and shall not be unreasonably denied.

### **6.06 Contract Negotiations**

The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than two (2) Employees, and will recognize and deal with the said committee with respect to negotiations for a renewal of this Agreement. Time spent in negotiating with the Employer's representative shall be without pay.

### **6.07 Union to Reimburse Employer for Approved Union Leave**

The Union agrees to pay the Employer all salary and costs associated with benefits, EI, CPP, medical/group benefits, etc. for any approved Union leave without pay.

### **6.08 Leave of Absence for the Full-Time President of the NSGEU**

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

- (a) An Employee who declares her/his intention to offer for the position of president of the Union shall notify the Employer as soon as possible after declaring her/his intention to seek the office of president.
- (b) An Employee elected or appointed as president of the Union shall be given leave of absence without pay for the term(s) s/he is to serve.

- (c) A leave of absence for the second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, but the Union shall provide the Employer with one month's notice of the date of commencement of the leave.
- (e) Upon the expiration of her/his term(s) of office, the Employee shall be reinstated to the same or equivalent position s/he held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave (subject to Article 6.08 (g)), no loss of Seniority accrued to the commencement of the leave, and no loss of Service accrued to the commencement of the leave.
- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to the Employee assuming the office of president shall be paid out to the Employee at the time s/he commences her/his leave.
- (g) Subject to the approval of the plan carrier and Article 24, the Employee's group insurance benefits may continue in effect while the Employee is serving as president and, for such purposes of eligibility for benefits only, the Employee shall be deemed to be in the employ of the Employer. Subject to the approval of the plan carrier, for the purpose of the group rating of benefits and for the purposes of any benefits to be paid to the Employee, notwithstanding any salary paid to the Employee by the Union, the Employee's salary shall be deemed for the purpose of the Article only to be the salary s/he was earning at the time her/his leave commenced. The Employee is subject to all changes in benefits (if any) that occur during her/his leave that affect all Employees or that affect the individual Employee's benefits. Any determination of benefits paid out by the Plan Carrier to the Employee shall be at the discretion of the Plan Carrier.
- (h) Subject to the approval of the pension plan and plan requirements and Article 25, the Employee may continue to qualify for pension plan contributions during her/his leave, but the Union and/or the Employee shall be solely responsible for the Employer's and Employee's contributions to the pension plan for the duration of the Employee's leave under this Article. For the purposes of pension contributions, notwithstanding any salary paid to the Employee by the Union, the Employee's pension contributions shall be limited to the amount of contributions made by the Employee and Employer for the position held by the Employee at the time her/his leave for president commenced.

- (i) Notwithstanding paragraphs (b) and (c), but subject to paragraph (g) and (h), 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.
- (j) Subject to paragraphs (g) and (h), the Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Employee during the period of the leave of absence. The Union shall notify the Employer of the income tax to deduct from the president's salary and shall indemnify the Employer for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 6.08.

## **ARTICLE 7 - UNION CHECKOFF**

### **7.01 Deduction of Union Dues**

No Employee is required to join the Union as a condition of employment. However, each Employee in the bargaining unit, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union. The Employer will deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees in the bargaining unit. Dues deductions for Employees entering the bargaining unit shall commence at the first full bi-weekly pay period.

### **7.02 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 within three (3) weeks after deductions are made and shall be accompanied by the name of the Employee and note if they are a Full-time Employee or a Regular Part-time Employee and the amount of deduction made on her/his behalf. The Employer shall advise the Union of the mailing address for new hires. The Employer shall also advise the Union of any leaves of absences or terminations.

#### **7.04 Liability**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer or arising from the administration of Article 7.

### **ARTICLE 8 - BULLETIN BOARD SPACE**

#### **8.01 Bulletin Board Space**

In the Barrington Developmental Residence, 3454 Highway #3, Barrington Passage, the Union may have access to wall space to provide a bulletin board, the exact location in the office to be determined by the Employer and Union.

#### **8.02 Binder**

In the Barrington Developmental Residence, 3454 Highway #3, Barrington Passage, the Union may have a binder set up in a location designated by the Employer and the Union for this purpose.

### **ARTICLE 9 - INFORMATION**

#### **9.01 Copies of Collective Agreement**

The Union agrees to supply the Employer with copies of the Agreement. The costs shall be shared between the parties.

#### **9.02 Statement of Appointment**

Upon hiring, each Employee shall be provided with a statement of his/her status and classification as either a Regular Part-time or Full-time Community Support Worker.

#### **9.03 Acquainting New Employee with Union**

A Union steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at some time during the term of his/her probation for the purpose of acquainting the new Employee with the benefits and duties of Union membership.

## **ARTICLE 10 - PROBATIONARY PERIOD**

### **10.01 Probationary Period**

- (a) Subject to (c), all new Full-time Employees shall be considered on probation until he/she has completed a minimum of nine (9) months of active attendance at work with the Employer.
- (b) All new Regular Part-time Employees shall be considered on probation until he/she has completed twelve (12) months of active attendance at work with the Employer.
- (c) No Employee shall serve more than one probationary period.

### **10.02 Extension of Probationary Period**

The Employer may, before the expiration of the Employee's probation period in 10.01, extend the probationary appointment for a period not to exceed three (3) months. Extension of probationary period is to be determined by the Employer.

### **10.03 Notice and Reasons for Extension of Probationary Period**

If an Employee's probationary appointment is to be extended as provided in Article 10.02, the Employer shall notify the Employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension in writing. Notice of any extensions shall be provided to the Union.

### **10.04 Termination of Probationary Employees**

Probationary Employees may be terminated during the probationary period at the Employer's discretion and no grievance may arise unless the Employer is alleged to have acted in bad faith. In such cases, the probationary Employee may access the grievance and arbitration procedure but the arbitral review shall be restricted to whether the Employer has acted in bad faith.

### **10.05 Seniority**

Seniority shall not accrue to a probationary Employee during the probationary period. However, following satisfactory completion of the probationary period, Seniority will be back dated to the last date of hire as a Full-time Community Support Worker or regular Part-time Community Support Worker.

## **10.06 Accumulation of Vacation Leave**

Employees shall accumulate vacation leave during the probationary period, but shall not normally be permitted to take such vacation until after six (6) months of attendance at work.

## **ARTICLE 11 - DISCIPLINE & DISCHARGE**

### **11.01 Just and Sufficient Cause for Discipline**

No Employee who has successfully completed the probationary period pursuant to Article 10 shall be disciplined, suspended without pay, or discharged except for just and sufficient cause.

### **11.02 Progressive Discipline**

- (a) The Employer supports a system of progressive discipline except in the case of serious offenses including resident abuse or neglect, theft or damage to property, intoxication or being under the influence of drugs while on duty, or conviction of a serious criminal offence. In such cases, suspension or immediate dismissal may result.
- (b) In cases of substance abuse, the Employer shall recognize the Employee's addiction and willingness to seek medical help without fear of reprisal, except if the behaviour resulting from the abuse has had serious, negative implications for Shelburne Association Supporting Inclusion, it's staff or clients. If a second incident occurs, it shall be considered an incident forming part of the enumerated list in 11.02(a).

### **11.03 Disciplinary Record**

Where a record of disciplinary action has been in an Employee's file for more than five (5) years and where no further disciplinary action of the same nature has occurred, the Employer shall remove the document from the file. However, any record of discipline relating to resident abuse or criminal activity shall remain permanently in the Employee's file.

### **11.04 Right to Have Steward Present**

Where the Employer schedules a meeting to investigate alleged misconduct, discipline or discharge an Employee, s/he may have a shop steward present.

### **11.05 Notification of Employee and Union**

- (a) Where an Employee is suspended without pay or discharged, the Employer shall, within ten (10) working days of the suspension or discharge, notify the Employee in writing stating the reason for the suspension or discharge. Should the Employee or the Union require specifics as to the contents of the discipline letter, the Employee or Union may request additional information from the Employer.
- (b) The Employer will, provided the Employee consents, give notification to the Union that the Employee is suspended without pay or discharged.

### **11.06 Grievance**

Where an Employee alleges that s/he has been suspended without pay or discharged contrary to Article 11, s/he may lodge a grievance at the second stage of the grievance procedure.

### **11.07 Rules of Work**

Without limiting the methods which may be deployed by the Employer to notify Employees, the Employer may, at any time, post rules of work and the postings shall be deemed to be notice to all Employees. Breach of such rules may be the basis for discipline up to and including discharge. The Employer agrees that such rules shall not be discriminatory or in violation of this Collective Agreement.

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

### **12.01 Employee Performance Review**

Employees in active Service shall receive a performance review on an appropriate annual basis. When a formal review of an Employee's performance is made, the Employee shall be given an opportunity to discuss, comment, and sign a review form to indicate that its contents have been read and a copy will be given to the Employee.

### **12.02 Employee Access to Personnel File**

Employees shall have access to review their personnel files on the Employer's premises within two (2) weeks of having provided the Employer with a written request. Employees shall be provided with a copy of any materials from their file upon request. The Employer may charge an Employee at cost for such copies.

## **ARTICLE 13 - JOB POSTING**

### **13.01 Job Posting**

When a new position or vacancy is created within the bargaining unit and the Employer determines that the position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or vacancy for seven (7) calendar days on the bulletin board at the home where the vacancy occurs.

#### **13.02 (a) Assessment of Employees and External Applicants**

Employees and external applicants will be concurrently assessed.

#### **(b) Expression of Interest**

The Employer shall maintain an expression of interest file where Employees interested in changing positions or working different shift arrangements may indicate their preference. Such expression of interest shall be considered on the same basis as applications for a new or vacant position, and an Employee who has an expression of interest filed with the Employer shall be deemed to have applied for all posted vacancies which are consistent with the expression of interest. The Employer shall maintain an Employee's expression of interest on file for a six (6) month period from the date it was filed. Employees shall be responsible for re-filing an expression of interest.

### **13.03 Filling Positions**

On job postings, all applicants will be assessed on the basis of their ability and qualifications. Where these are relatively equal, in the discretion of Management, the senior applicant in the bargaining unit shall receive the position.

### **13.04 Trial Period**

- (a) The successful applicant shall be given a trial period of three (3) months.
- (b) During the trial period an Employee, may be returned to her/his former position without loss of Seniority and at a wage s/he was formerly paid for that position, at the request of either the Employee or the Employer.
- (c) Successful applicants who have not passed their probationary period shall be subject to the probationary provisions of Article 10.

### **13.05 Acting Positions**

The Employer may at its discretion and with the Employee's consent appoint an Employee to a non-Bargaining Unit position ("an Acting Position"). At the end of the term of the Acting Position, the Employee shall be returned to his/her former position with no loss of Seniority and at the then current wage for the Employee's job classification. The Employer agrees that the appointment would not be for a term of greater than twelve (12) months, which could be extended through mutual agreement. Throughout the temporary assignment an Employee shall continue to contribute Union dues in accordance with Article 7.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Hours of Work for Full-time Employees**

The normal hours of work for Full-time Employees shall be an average of two thousand and eighty (2,080) hours per year, inclusive of vacations and paid holidays.

### **14.02 Hours of Work for Part-time Employees**

The normal hours of work for Regular Part-time Employees covered by this Agreement shall be fewer than two thousand and eighty (2,080) regularly scheduled hours per year, exclusive of night sleeps.

### **14.03 Advance Notice of Schedule**

The Employer shall post the work schedule two (2) weeks in advance.

### **14.04 Changes to Schedule**

Changes to the work schedule after its posting may be made after consulting with the Employees concerned. The Employer will make reasonable effort to give timely notice of the change. Where an Employee's hours of work are changed without giving the Employee forty-eight (48) hours notice of the change, the Employee shall be offered a comparable shift within thirty (30) days of the cancelled shift.

### **14.05 Exchange of Shifts**

Provided sufficient advance notice is given and with the approval of the Employer, Employees may exchange shifts if there is no increase in costs to the Employer.

#### **14.06 Limits to Number of Consecutive Days of Work**

- (a) The Employer shall ensure that no Full-time Employee is scheduled to work more than five (5) consecutive days in a two (2) - week period without at least two (2) consecutive days off between any stretch of five (5) days which an Employee is required to work, unless mutually agreed between the Employee and the Employer.
- (b) The Employer shall ensure that no Regular Part-time Employee is scheduled to work more than seven (7) consecutive days in a two (2) - week period unless mutually agreed between the Employer and Employee. However, the time referred to in this clause includes only regularly scheduled hours.

#### **14.07 Shift Exchange Report**

The shift exchange report occurs ten (10) minutes prior to a shift and is mandatory and without pay.

#### **14.08 Staff and Program Meetings**

**Quarterly** staff and program meetings are voluntary for staff not regularly scheduled to work and where a staff person attends outside his/her scheduled hours, notwithstanding any other provision of this Agreement, s/he will be compensated with time off in lieu at straight time for the time of attendance. Notwithstanding Article 15.01, Overtime compensation does not apply.

#### **14.09 Rotation of Shifts**

Full-time Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an Employee from being assigned to evening or night shifts at her request where such continuing assignment is acceptable to the Employer.

#### **14.10 Employer Responsibility 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 express requirements of this Agreement.

#### **14.11 Weekends Off**

**All Full-time Employees working on regular rotation should have at least two weekends off per month when this can be accommodated and is operationally feasible.**

## **ARTICLE 15 - OVERTIME**

### **15.01 Definition**

"Overtime" is defined as time worked by a Full-time Employee with the authorization of the Employer, in excess of regularly scheduled hours of work.

### **15.02 Authorization of Overtime**

All Overtime must receive prior authorization.

### **15.03 Night Sleep Shift**

An Employee who is required to attend to a resident or emergency during a Night Sleep Shift will be compensated for actual time worked, with a minimum of one (1) hour pay per incident, provided that the incidents are at least one (1) hour apart. All incidents within one (1) hour shall be compensated by one (1) hour's pay.

Compensation for an Employee under this Article combined with compensation paid to an Employee for working a Night Sleep Shift and any other Article shall not exceed eight (8) hours pay at the regular rate.

### **15.04 Night Sleep Shift Compensation for Full-time Employee**

Notwithstanding any other provision in the Agreement, a Full-time Employee who is required to work a Night Sleep Shift (midnight to 8:00 a.m.) shall be deemed fully compensated by receipt of eight (8) hours pay at straight time and s/he may be required to attend to residents or emergencies during a Night Sleep Shift without additional compensation.

### **15.05 Overtime Compensation Rates**

- (a) Compensation rates for Full-time Employees for Overtime hours worked shall normally be time and one half (1.5) for all hours in excess of their regularly scheduled hours of work, aside from Night Sleep Shifts which are compensated under Article 15.04.
- (b) Compensation rates for Regular Part-time Employees for Overtime hours shall be:
  - (i) straight time at the Regular Part-time Employees regular rate of pay for all hours worked up to forty-eight (48) hours per week (total of scheduled hours and casual hours);

- (ii) Time and one half (1.5) the regular rate for hours worked in excess of forty-eight (48) hours per week (total of scheduled hours and casual hours);

#### **15.06 Form of Compensation**

Compensation for Overtime for Full-time Employees and Regular Part-time Employees is in the form of time off or pay, as mutually agreed between the Employee and Employer. If time off is elected, such time off in lieu shall be taken by mutual agreement of the parties.

#### **15.07 Limit for Time Off with Pay**

When time off with pay in lieu of Overtime has not been granted or taken within ninety (90) calendar days of the Overtime being worked, compensation for Overtime may be in pay, unless the parties mutually agree otherwise.

#### **15.08 Union Right to Consultation**

The Union is entitled to consult with the Employer or its representatives whenever it is alleged that Employees are required to work unreasonable amounts of Overtime.

#### **15.09 Eligibility for Overtime**

An Employee must work at least ten (10) minutes beyond her/his normal shift before being eligible for Overtime compensation.

#### **15.10 Computing Overtime**

In computing Overtime, a period of thirty minutes (30) or less shall be counted as one-half (1/2) hour, and a period of more than thirty (30) minutes and sixty (60) minutes or less shall be counted as one (1) hour.

#### **15.11 Staff Training**

The terms and conditions for the payment of Overtime for staff training events shall be at the discretion of the Employer as long as such terms and conditions are made known to the Employees prior to attendance at the event. Newly hired Employees will not be reimbursed for the time required to complete the training to meet the minimum standards established by the Department of Community Services.

### **15.12 No Overtime For Shift Trade**

Notwithstanding any other provision of the Agreement, Overtime will not arise where the Employee creates the opportunity to be in any Overtime position by virtue of an authorized shift trade.

### **15.13 Assignment of Extra Shifts**

Regular Part-time Employees shall be given preference for extra shifts known prior to posting, up to and including full-time hours provided they have indicated in writing availability to work such extra shifts and provided the Regular Part-time Employee is able to meet the requirements of the available shift. Provided it does not trigger Overtime, available shifts arising after the schedule is posted shall be offered to available Regular Part-time Employees on a reasonably equitable basis before being offered to a Casual Employee. Where this provision has been followed, any assignment to a Casual Employee shall not be deemed to be a violation of the Collective Agreement.

**15.14** In the event an Employee is required by the Employer to work in excess of twelve (12) hours (exclusive of night sleeps) due to a storm or Act of God, they will earn time and a half (1.5) for hours worked on that shift beyond twelve (12) hours, unless the Employee is otherwise entitled to Overtime under this article, in which case Overtime will be paid in accordance with this article. Employees must **be** directed to work and have Overtime approved.

**15.15** Notwithstanding Article 15.07, an Employee may request to have accumulated Overtime carried over for a maximum of twelve (12) months. Such a request shall not be unreasonably denied. If time off with pay in lieu of Overtime hours has not been granted prior to the end of this time, compensation for Overtime may be paid.

## **ARTICLE 16 - TRANSPORTATION**

### **16.01 Reimbursement**

The Employer agrees to reimburse Employees a per kilometre allowance for travel if pre-authorization has been received. **Unless otherwise agreed between the Union and the Employer**, the Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. If there is any retroactive change to the kilometre rate allowed for by the province, this reimbursement shall be made on a retroactive basis. The Employer will post January 1<sup>st</sup> of each year the confirmed government rate, or any amendments to that rate when they occur.

**16.02** Employees shall not be required to use their personal vehicle for work purposes.

**16.03** Employees who transport clients in a vehicle not owned by the Employer shall ensure there is adequate insurance in place to cover all perils pertaining to the passengers in the vehicle. Employees must also have a valid driver's license to operate a motor vehicle for any purpose related to work and must notify the Employer of any suspensions or revocations of their driver's license.

## **ARTICLE 17 - PAY PROVISIONS**

### **17.01 Rates of Pay**

The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday, Employees shall be provided with an itemized record of wages, Overtime, other pay and deductions.

### **17.02 Holdback Period**

The holdback period for payroll shall be one (1) week for Regular Part-time Employees.

## **ARTICLE 18 - VACATION**

### **18.01 Vacation Year**

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

### **18.02 Vacation Entitlement for Full-time Employees**

Full-time Employees shall earn vacation with pay at the following rates:

- (a) 0.833 days per month during the first twenty-four (24) months of active full-time employment;
- (b) 1.25 days per month during each month in excess of twenty-four (24) months of active, full-time employment;
- (c) 1.66 days per month during each month in excess of ninety-six (96) months of active, full-time employment;
- (d) 2.084 days per month for each month in excess of one hundred and eighty (180) months of active, full-time employment.

### **18.03 Day Defined**

For the purpose of calculating vacation accumulation, one (1) day is the equivalent of eight (8) hours. However for depleting the accumulated leave, the Employee will be debited for the actual hours used to facilitate the vacation leave.

### **18.04 Probationary Employees**

Probationary Employees may not normally take vacation until after the completion of six (6) months of work.

### **18.05 Vacation Pay for Part-time Employees**

Regular Part-time Employees shall receive vacation pay on wages earned during each pay period, unless the Employee requests that it be accumulated.

Vacation shall be earned at the following rates for part-time employees

- (a) 4% for employees continuously employed during each month in excess of twenty four (24) months of employment
- (b) 6% for employees continuously employed during each month in excess of sixty (60) months of employment
- (c) the percentage rate of accumulation of leave thereafter shall be consistent with the Labour Standards as applicable.

### **18.06 Requesting and Scheduling Vacation Leave**

Employees must submit their vacation leave requests in writing. The request must be submitted prior to March 31<sup>st</sup>, in order for Seniority to be considered. Seniority will not be considered for vacation requests submitted after March 31<sup>st</sup>, unless the time was earlier denied to an Employee. Vacation will only be granted for the current fiscal year's accumulation. Vacation shall not be taken without the prior approval of the Employer. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the Employee. All staff will be granted their vacation first, then holidays will be considered on a Seniority basis provided the holiday leave request is submitted in writing prior to March 31<sup>st</sup>.

### **18.07 Use of Vacation**

Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.

#### **18.08 Employee Compensation Upon Termination**

An Employee, upon her/his separation from the Employer, shall be compensated for vacation leave which s/he has not taken but is entitled to take.

#### **18.09 Employer Compensation Upon Termination**

An Employee, upon her/his separation from the Employer, shall compensate the Employer for vacation which was taken but to which she/he was not entitled. The Employer may deduct excess vacation usage from holdback pay or the final pay of the Employee. If there is not sufficient pay to cover the liability owing, the Employee is responsible for the deficit.

#### **18.10 Vacation Carryover**

Except as otherwise provided in this Agreement, Employees may, with the consent of the Employer, carry-over vacation leave for a period of not more than five (5) days to the following year. The vacation leave carried over shall lapse if not used before the close of that year unless the Employee has been unable to schedule time off due to operational requirements. Requests for carry-over entitlement shall be made in writing by the Employee to the Executive Director or delegate not later than January 31st, provided however, that the Executive Director may accept a shorter period of notice of the request. The Employer shall respond in writing no later than March 1st, to the approval for carryover.

#### **18.11 Recall from Vacation**

The Employer will make every reasonable effort not to recall an Employee to duty while on vacation leave or to cancel vacation once it has been approved.

#### **18.12 Reinstatement of Vacation Upon Recall**

The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated to the vacation bank for use at a later date in accordance with Article 18.06.

#### **18.13 Illness or Injury During Vacation**

**If an Employee becomes ill or injured for a period of at least three (3) consecutive days during a period of vacation, and such illness or injury is supported by a medical certificate from a legally qualified medical practitioner who has examined the Employee during the period of illness or injury, the Employee will be granted sick leave to the extent the Employee has existing sick leave credits, and his/her vacation credits will be**

restored. This medical certificate is to be provided to the Employer immediately upon the return of the Employee and must include the following:

- (a) the date the Employee was examined by the physician;
- (b) the date the Employee became ill or injured;
- (c) the duration, or the expected duration of the illness or injury.

## **ARTICLE 19 - HOLIDAYS**

### **19.01 Paid Holidays for Full-time Employees**

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

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Civic Holiday

### **19.02 Day Off for Full-time Employee**

When the holidays listed in Article 19.01 fall on a Full-time Employee's scheduled day off, the Employee shall receive another day off with pay at a time that is mutually agreed between the Employer and the Employee.

### **19.03 Compensation for Employees**

When a Full-time Employee's regularly scheduled day of work falls on the holidays listed in 19.01, the Employer shall with mutual consent of the Employee:

- (a) Grant eight (8) hours of the holiday off with pay; or
- (b) Pay the Employee her/his regular rate of pay plus one-half (1/2) her/his regular rate of pay for hours worked and an additional eight (8) hours pay at straight time rates; or

- (c) If mutually agreed between Employer and Employee, pay the Employee her/his regular rate of pay for the holiday worked plus time off in lieu of the additional one-half (1/2) times his/her regular rate of pay for the time worked and the additional eight (8) hours for the holiday.

#### **19.04 Limit for Time Off with Pay**

Time off which is being granted in lieu of a paid holiday must be taken in accordance with Article 15.06.

#### **19.05 Paid Holidays for Regular Part-time Employees**

The following shall be paid holidays for all Regular Part-time Employees:

- New Year's Day
- Good Friday
- Canada Day
- Labour Day
- Christmas Day

#### **19.06 Eligibility for Paid Holiday**

A Full-time Employee or Regular Part-time Employee shall be entitled to paid holidays providing he/she has worked his/her scheduled working days immediately preceding and immediately following the holiday, unless on an approved paid leave of absence.

#### **19.07 Compensation for Regular Part-time Employee**

Compensation for paid holidays, as listed in Article 19.05, for Regular Part-time Employees shall be as follows:

- (a) Where a Regular Part-time Employee is scheduled to work on a paid holiday and works on that paid holiday, the Employer shall either:
  - (i) pay the Regular Part-time Employee time and one half (1/2) his/her regular rate for hours actually worked on the holiday and in addition pay his/her regular pay in lieu of the holiday; or
  - (ii) pay the Regular Part-time Employee time and one half (1/2) his/her regular rate for hours actually worked and in addition grant the pay the Regular Part-time Employee time off in lieu of the holiday.
- (b) Where a Regular Part-time Employee is not scheduled to work on a paid holiday and does not work on that paid holiday, he/she shall receive eight (8) hours pay.

- (c) Where a Regular Part-time Employee is scheduled to work on a holiday and requests and is granted the day off, the Regular Part-time Employee shall be paid at her/his regular rate of pay for the number of hours originally scheduled to a maximum of eight (8) hours pay.
- (d) Where a Regular Part-time Employee is scheduled to work a holiday listed in 19.01, which is not included in the list in 19.05, he/she shall be paid regular hours for all time worked, plus one-half (1/2) of those hours worked in time-off in lieu or in the form of pay. Should the parties be unable to agree on compensation, the time-off in lieu for the hours worked on the holiday shall be granted within sixty (60) calendar days.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **20.01 Special Leave**

Permanent Full-time and Regular Part-time Employees may, upon request, be granted special leave without pay at the discretion of the Employer.

### **20.02 Benefits While on Unpaid Leave**

With the exception of specified coverage to Employees in receipt of Workers' Compensation Benefits, any Employee on unpaid leave is subject to Article 24. Employees on any approved unpaid leave of absence shall not accumulate benefits under the Collective Agreement (sick leave accumulation, holiday leave, vacation etc.)

### **20.03 Educational Leave**

Full-Time Employees who have been in the employ of the organization for one or more years may apply for educational leave without pay for a period of up to six (6) months. Approval shall be granted at the discretion of the Executive Director. Regular Part-time Employees who have been in the employ of the Employer for at least two (2) calendar years shall also be eligible for this benefit. Approval shall be granted at the discretion of the Executive Director.

### **20.04 Leave for Family Illness**

In the case of illness of any Employee's immediate family member, meaning spouse (including common law spouse, regardless of gender, of more than one (1) year), son, daughter, father or mother and when no one other than the Employee can provide for the needs of the ill person, the Employee may be granted, upon confirming to their Supervisor that no alternative arrangements are possible, leave with pay up to five (5) days per annum, which leave shall be deducted from the Employee's available sick leave entitlement as provided under Article 21. In the event that sick leave accumulation is unavailable an Employee

may be granted an approved leave of absence without pay for up to five (5) days per annum at the discretion of the Executive Director.

#### **20.05 Compassionate, Child or Elder Care Leave**

(a) Compassionate Care Leave

Compassionate Care Leave shall be granted to Employees in accordance with the *Labour Standards Code*, R.S.N.S. 1989,c.246.

(b) Child or Elder Care Leave

Employees may, at the discretion of the Executive Director, be granted leave without pay in one or more periods of six (6) months duration to a maximum accumulated absence of one year during an Employee's total period of employment. The purpose of the leave is for meeting the care needs of the ill child or ill elderly family member.

#### **20.06 Bereavement Leave**

- (a) In the event of a death in the immediate family, a Full-time Employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive working days, including the day of the funeral. "Immediate family" is defined as father, mother, legal guardian, brother, sister, spouse (including common-law spouse, regardless of gender, of more than one (1) year), child, ward, father-in-law, mother-in-law, step-parent, stepchild and grandchild. A Regular Part-time Employee will receive five (5) consecutive days off, including the day of the funeral, and if any of these days are scheduled working days, that (or those) day(s) shall be paid.
- (b) A Full-time Employee shall be entitled to two (2) consecutive working days bereavement leave with pay, inclusive of the day of the funeral, in the event of the death of a grandparent. A Regular Part-Time Employee will receive two (2) consecutive days off, including the day of the funeral, and if any of these days are scheduled working days, that (or those) day(s) shall be paid.
- (c) A Full-Time Employee shall be entitled to one (1) day leave with pay on the day of the funeral of the Employee's aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. A Regular Part-time Employee shall be entitled to one (1) day leave with pay if the day of the funeral is a scheduled working day.
- (d) The above entitlement is subject to proper notification being made by the Employee to the Employer.
- (e) In determining bereavement leave, a day shall equal all hours scheduled to be worked by the Employee on the day taken as leave.

- (f) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided the Employee requests the leave in advance and operational requirements permit.

#### **20.07 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 on suspension, who is required:
  - (i) to serve on a jury; or
  - (ii) by subpoena or summons, to attend as a witness in any proceedings held;
    - (1) in or under the authority of a court; or
    - (2) before an adjudicator or umpire or person or persons authorized by law to make an enquiry and to compel attendance of witnesses before it, other than any matter arising from a dispute between the parties to this Collective Agreement (L.R.B., arbitration, etc.); or
    - (3) before a legislative council, legislative assembly, or committee thereof, that is authorized by law to compel the attendance of witnesses before it.
- (b) An Employee given a leave of absence with pay to serve on a jury, pursuant to Article 20.07(a) (i), shall have deducted from her/his salary an amount equal to the amount that the Employee receives for such jury duty.

#### **20.08 Pregnancy Leave**

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

- (a) an unpaid leave of absence of seventeen (17) weeks will be granted;
- (b) Subject to Article 20.12, an Employee shall advise the Employer as early as possible of the need to take pregnancy leave and the expected commencement of the leave;
- (c) the Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of the delivery;

- (d) Subject to Article 20.11, the pregnancy leave shall begin on such date as the Employee determines, but normally no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- (e) Subject to Article 20.11, 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) Subject to eligibility and Articles 24 and 25, an Employee who is on pregnancy leave may continue to receive medical and dental benefits and participate in the pension plan, provided that she gives notice in writing to the Employer one (1) month before the commencement of the leave indicating that she wishes to continue this participation, and provided that the Employee pays all of the premiums and costs associated with continued participation.

#### **20.09 Parental Leave**

- (a) An Employee who has been employed by the Employer for at least one year and who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer notice of the date that the Employee will begin the leave and the date the Employee will return to work.
- (b) Subject to Article 20.11, 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.

#### **20.10 Parental Leave for Adoptive Parents**

An Employee who becomes a parent of one(1) 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.

### **20.11 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 (1) 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 20.12(a) (ii).
- (b) An Employee is entitled to only one interruption and deferral of leave pursuant to Article 20.11 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 20.08, 20.09 and 20.10 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 Seniority or benefits accrued to the commencement of the leave.

### **20.12 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 20.12(a) may be amended from time to time by the Employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before the earlier date;

- (ii) by changing any date in the notice to a later date if notice is amended at least four (4) weeks before the original date; and
  - (iii) by adding the date that the Employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.
- (c) The Employee shall give the Employer as much notice as reasonably practicable of:
- (i) the date the Employee will begin pregnancy leave, where 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;
  - (iv) the return to work of the Employee pursuant to Article 20.11(a); and
  - (v) the resumption of parental leave by the Employee in accordance with Article 20.11(a) and 20.12(a) does not apply.
- (d) Notice shall be put in writing where the Employer so requests.
- (e) Upon the request of the Employer, where an Employee takes parental leave, pursuant to Article 20.10, interrupts and defers leave, pursuant to Article 20.11(a), or gives notice pursuant to Article 20.12(a), the Employee shall provide proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

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

### **20.13 Paid Leave for Birth of Child**

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

## **ARTICLE 21 - SICK LEAVE**

### **21.01 Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work because she/he is unable to fulfill work obligations due to sickness by virtue of being sick or disabled, confined by a doctor's order, or under treatment of a physician, or medical professional or because of an accident for which workers' compensation is not payable.

### **21.02 Reasonable Treatment Plans**

Employees are obliged to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable inquiries to confirm that the Employee is sick and that s/he is complying with reasonable treatment plans to support her/his earliest possible return to work.

### **21.03 Physician Designated by Employer**

The Union recognizes the Employer's right to have a physician designated by the Employer examine any Employee who is on sick leave.

### **21.04 Medical Examination**

The Employer may require any Employee to submit to medical examination prior to a return to work to confirm fitness to resume duty.

### **21.05 Employer to Pay Cost of Medical Examination**

Where, pursuant to this Agreement, the Employer requires an Employee to submit to an independent medical examination, the Employer shall be responsible for paying these costs.

### **21.06 Medical Certificate**

An Employee may be required to produce a certificate at the expense of the Employee from a physician for any period of absence for which sick leave is claimed by an Employee. If a certificate is not produced, as requested by the Employer, the Employee shall be ineligible to receive pay for the time absent from work, even when sick leave accumulation is available. In the event of long term absence, a certificate(s) from a physician will be required to cover the entire period for which sick leave is claimed, even where sick accumulation is exhausted.

## **21.07 Accumulation of Sick Leave Credits**

(a) Earning Sick Leave:

A Full-time Employee accumulates sick leave credits at the rate of one and one half (1.5) days for each completed month of Service, to a maximum accumulation of **four hundred eighty (480) hours** and s/he is eligible to use this accumulation after three months worked. Regular Part-time Employees, who are regularly scheduled 20 hours or more per week, after they have completed their probationary period, start to accumulate sick leave credits at the pro-rated rate of eight (8) hours sick leave for each one hundred seventy-three (173) hours paid to a maximum accumulation of **three hundred and sixty (360) hours**.

(b) Reporting Absence Due to Sickness:

In any case of absence of an Employee due to sickness, the absence shall be reported to his/her Supervisor or workplace at least four (4) hours before the start of a shift.

(c) Calculation of Partial Sick Days:

An Employee who is absent from work due to sickness shall be deemed to use the hours equivalent to the hours s/he is absent from work.

## **21.08 Confidentiality**

(a) The Employer will not discuss any details relating to requests for or documentation relating to sick leave with any other person other than the Employee, unless the Employee provides to the Employer a written authorization to do so.

(b) The Employer shall maintain confidentiality with regard to an Employee's medical documentation. This shall not preclude the Employer from reviewing medical records with legal counsel or with medical professionals should the need arise (i.e. arbitration or a return to work following an illness).

## **ARTICLE 22 - LAYOFF, RESIGNATION OR DISCHARGE**

### **22.01 Notice of Resignation**

If an Employee desires to terminate her/his employment, s/he shall forward a letter of resignation to the Executive Director not less than ten (10) working days prior to the effective date of termination. The Executive Director may accept a shorter period of notice.

## **22.02 No Layoff Except If Beyond Employer's Control**

No Employee shall be laid off during the term of the Collective Agreement unless the layoff is due to circumstances beyond the control of the Employer.

## **22.03 Layoff in Reverse Order of Seniority**

Both parties recognize that job security shall increase in proportion to length of Service. Therefore, in the event of layoff, Employees shall be laid off in the reverse order of Seniority.

## **22.04 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 considering alternatives to or to minimizing the adverse effects of the decision to lay off an Employee(s).

## **22.05 Recall in Order of Seniority**

Employees, provided they meet the minimum qualifications for the job, shall be recalled in order of their Seniority.

## **22.06 No New Hires**

- (a) No new Employees shall be hired until those Employees who are laid off have been given an opportunity of recall. In addition, any additional shifts shall first be offered to laid off Employees before the hours are offered to a casual Employee. Layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.
- (b) During such periods of casual work, the Employee shall remain on the recall list, and once the casual work is completed, the Employee shall remain on layoff, with recall rights being unaffected by the offer or acceptance of casual work.

## **22.07 Response to Recall**

An Employee who is employed with another Employer at the time of recall shall give the Employer notice of her/his intention to return to work and shall return to the services of the Employer within two (2) weeks of notice of recall. If the Employee fails to return at that time, her/his name will be struck from the Seniority list and her/his employment will be deemed to be terminated.

## **22.08 Notification of Contact Information**

An Employee on layoff shall be responsible for providing the Employer with her/his most recent address and telephone number.

## **22.09 Notice of Layoff**

The Employer shall notify Employees who are to be laid off forty (40) working days prior to the effective date of layoff. If the Employee has not had an opportunity to work the days as provided in this Article, s/he shall be paid for the days for which work was not made available.

## **22.10 Seniority List**

- (a) A Seniority list shall be established by the Employer for all 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, the actual time of hiring shall determine their seniority ranking.
- (b) The Seniority list will be brought up to date every six (6) months and at each revision will be placed on the bulletin board and Union file on January and June 15<sup>th</sup> of each year. Employees will have thirty (30) days from the date the list is posted to challenge the information on the list. Failing any challenges to the list, the same shall be deemed to be correct for the next six (6) months.
- (c) A copy of the Seniority list will be sent to the Union.

## **ARTICLE 23 - GRIEVANCE AND ARBITRATION**

### **23.01 Informal Procedure**

An Employee who feels that s/he has been treated unjustly or considers herself/himself aggrieved by any action or lack of action by the Employer shall, within fifteen (15) working days, first discuss the matter with her/his Team Leader. The Employee may have a steward present, if so desired. The Team Leader shall answer the dispute within ten (10) working days of the discussion, unless the Union agrees to extend this time limit. When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance", and the Team Leader and Supervisor shall be notified accordingly.

In each of the following steps of the grievance procedure, the person designated by the Employer as the first, second, or third level of the grievance procedure shall arrange a meeting or meetings, with the Union representative named in the

grievance, at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

### **23.02 Union Approval**

Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an Employee is not entitled to present the grievance unless s/he has the approval in writing of the Union, or is represented by the Union.

### **23.03 Grievance Procedure**

#### **STEP ONE**

If the Employee or the Union is not satisfied with the decision of the Team Leader, the Employee may, within fifteen (15) working days of receiving the decision of the Team Leader present her/his grievance in writing to the Supervisor or other person designated by the Employer as the first level of the grievance procedure.

If the Employee does not receive a satisfactory settlement within fifteen (15) working days from the date on which s/he presented her/his grievance to the Supervisor or other person designated as the first level in the grievance procedure, the Employee may proceed to Step Two.

#### **STEP TWO**

Within fifteen (15) working days from the expiration of the fifteen (15) day period referred to in Step One, the Employee may present her/his grievance in writing either by personal service or by mailing by registered mail to the Executive Director or other person designated by the Employer as the second level in the grievance procedure.

If the Employee does not receive a reply, or satisfactory settlement of her/his grievance from the Executive Director or other person designated by the Employer as the second level in the grievance process within fifteen (15) working days from the date on which her/his grievance was received at the second level, the Employee may proceed to Step Three.

#### **STEP THREE**

Within fifteen (15) working days from the expiration of the fifteen (15) day period referred to in Step Two, the Employee may present her/his grievance in writing to the Chair of the Grievance Committee or the person designated by the Employer as the third level in the grievance procedure concerned. Any proposed settlement of the grievance presented at Steps One and Two, and any replies, must accompany the grievance when it is presented to the Employer.

The Employer shall reply in writing to the Employee within thirty (30) working days from the date the grievance was presented to her/him.

If the Employee does not receive a reply, or satisfactory settlement of her/his grievance from the Employer, the Employee may refer her/his grievance to arbitration as provided herein within fifteen (15) working days of the date on which s/he should have received a satisfactory reply from the Employer.

#### **23.04 Right to Union Representative**

In any case where the Employee presents her/his grievance in person or, in any case in which a hearing is held on a grievance at any level, the Employee may be accompanied by a representative of the Union.

#### **23.05 Days Excluded in Time Limits**

In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

#### **23.06 Extension of Time Limits**

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

#### **23.07 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as provided in Article 23.09 of this Agreement.

#### **23.08 Employer to Inform Union**

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

#### **23.09 Arbitration**

- (a) Where a difference arises between the parties related to the interpretation, application, or administration of this Agreement, including questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 23, notify the other party within thirty(30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration before a single arbitrator or an arbitration board.

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

### **23.10 Appointment of Single Arbitrator**

Where the parties agree 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 one.

### **23.11 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 chair by mutual agreement.
- (e) In the event that the appointees are unable to agree upon a chair within seven (7) days, then the chair shall be appointed by the Minister of Labour and **Advanced Education** for Nova Scotia.

### **23.12 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.

### **23.13 Arbitration Award**

The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chair 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.

#### **23.14 Clarification**

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

#### **23.15 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.

#### **23.16 Provisions Mandatory**

The provisions of this Article are mandatory and not directory and failure to meet the timeliness requirements shall be deemed conclusively to constitute a withdrawal and abandonment of the grievance, or, in the case of the Employer, an admission of the validity of the grievance. The time limits of this Article may only be extended by mutual consent of the parties.

### **ARTICLE 24 - GROUP INSURANCE BENEFITS**

#### **24.01 Group Benefit Plan**

The Employer will, subject to plan requirements on eligibility, make available to eligible Employees group benefits. Regular Part-time Employees must be regularly scheduled for a minimum of 20 hours per week to be eligible to apply to the group benefit plan. Regular Part-time Employees shall not be entitled to the benefits of this Article until such time as s/he is regularly scheduled to work twenty hours per week and for the purposes of this Article, the calculation of regularly scheduled hours for Regular Part-time Employees, "Night Sleep" hours worked shall be deemed to be the greater of four (4) hours or the hours for which the Regular Part-time Employee is paid for the Night Sleep Shift. Full-time eligible Employees are required to be in the group plan unless exempted by the carrier. For eligible Employees the Employer will, subject to plan eligibility requirements and Article 24.02, contribute up to 50% of the costs of each of the following benefits -group medical, dental, **critical illness (subject to funding**

**approval**), and employee life insurance and Employees shall contribute 50% of the costs of each of the following benefits -medical, dental, **critical illness (subject to funding approval)** and employee life. For all Employees who are enrolled in group benefits, long term disability and life insurance are mandatory and Employees are required to and shall contribute 100% of the costs of long term disability and 100% of the costs of dependant life insurance. The Employer has the sole discretion to select the carriers and contain costs.

#### **24.02 Participation While on Unpaid Leave of Absence**

During any period of unpaid leave of absence, the Employee is responsible to pay the full costs of all benefits and there is no accumulation of any Service benefits under the contract (sick leave, holiday leave, vacation leave). Employees on unpaid leaves of absence for any reason shall be entitled to participate in group insurance plans outlined in Article 24.01, provided the plan carrier approves of the continued participation, and provided the Employee reimburses the Employer for both the Employer and Employee portion of the premiums, and the Employee's remittance to the Employer for payment of the benefits must remain current to within thirty (30) days of the date the Employer is required to send payment to the plan provider.

#### **24.03 Employer Assumes No Obligation to Provide Benefits**

The agreement of the Employer to contribute to the cost of a group insurance plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article. Furthermore, these matters shall not be subject to grievance or arbitration.

#### **24.04 Employee Assistance Program**

The Employer will provide the current Employee Assistance Plan to bargaining unit Employees.

### **ARTICLE 25 - PENSION PLAN**

#### **25.01 Pension Plan**

The pension plan is with the Directions Council of Nova Scotia. Employees' participation and eligibility is governed by the plan requirements and the parties agree matters arising thereunder are not the subject of grievance or arbitration.

## **ARTICLE 26 - WORKERS' COMPENSATION**

### **26.01 Reporting of Workplace Accident or Injury**

An injured Employee, unless unable to do so because of the nature of the injury, shall immediately report an accident or injury to the Supervisor or Executive Director and facilitate the completion of all forms, including Physician's reports, as may be required by Workers' Compensation and immediately return same to the Employer.

### **26.02 Compensation for Time-Loss Injury**

Employees who are injured while on duty resulting in a time loss from work shall immediately come off payroll from the date and time of injury and shall immediately apply for Workers' Compensation benefits. Where time loss from work arising from a workplace injury or accident is less than five (5) weeks, the Employer will pay from the Employee's accumulated sick leave full net pay for the first two (2) days for which the Employee is off work.

### **26.03 Access to Sick Leave**

In the event an Employee's claim for Workers' Compensation benefits is not approved, the Employee may apply for sick leave in accordance with sick leave provisions of the Agreement. Paid sick benefits would be limited to the sick leave accumulation then available.

### **26.04 Ongoing Participation in Group Plan**

Subject to Article 24, Employees shall continue participation in the group insurance plan by contributing her/his 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 premiums.

## **ARTICLE 27 - DAMAGE TO EMPLOYEE PROPERTY**

### **27.01 Damage to Employee Property**

In the event of damage to the personal effects of a Employee caused by a resident at the Barrington Developmental Residence, the Employer will reimburse the Employee for any reasonable expenses when it can be determined to the satisfaction of the Executive Director that the damage occurred during the course of the Employee's duties at the facility, provided the damage does not result from the failure to act or from inappropriate action or behaviour on the part of the Employee.

## **ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

### **28.01 Occupational Health and Safety Act**

The Employer and Employees shall follow the provisions of the Occupational Health and Safety Act. The Parties agree that all matters arising under the Occupational Health and Safety Act shall be dealt with pursuant to the *Occupational Health and Safety Act*, S.N.S., 1996, c.7.

### **28.02 Occupational Health and Safety Committee**

Notwithstanding section 18 (1) of the *Occupational Health and Safety Act*, the parties agree to maintain the existing occupational health and safety committee, which will be comprised of such representatives and responsibilities pursuant to the Occupational Health and Safety Act.

### **28.03 No Discrimination**

Subject to Article 28.01, pursuant to section 45 of the *Occupational Health and Safety Act*, the Employer shall not take, or threaten to take discriminatory action against an Employee because of that Employee's assertion of her/his rights pursuant to the Act, or because of compliance with the Act.

## **ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE**

### **29.01 Labour Management Committee**

The parties to the Agreement shall all participate in a labour management committee which shall consist of up to two (2) representatives each of the Union and the Employer. The chairing of meetings shall rotate between the parties. Minutes shall be kept of all labour management committee meetings and, upon approval at the next meeting, shall be posted for viewing by all Employees.

### **29.02 Mandate**

The labour management committee may discuss issues within the workplace, however the labour management committee shall not negotiate, renegotiate or amend or alter any terms of this Collective Agreement.

The Employer agrees to consult with the Union prior to any proposed change or changes being made to the benefit plan.

### **29.03 Recommendations**

The labour management committee may make non-binding recommendations to the Union or Employer.

## ARTICLE 30 DURATION AND RETROACTIVITY

### 30.01 Duration

This Agreement shall be effective from the date of signing to March 31, 2015.

### 30.02 Retroactivity

It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the parties prior to the signing date except for wages. **(April 1, 2012) and shift and weekend premiums (ratification) and Night Sleep Shift stipend (ratification).**

### 30.03 Notice to Renegotiate

This Agreement shall be in effect for the period commencing the date of signing and ending March 31, 2015, and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement to terminate or seek amendments to this Agreement, or to renegotiate this Agreement in its entirety. Notice shall be made in writing by either party to the other not less than sixty (60) days before the expiration of this Agreement.

DATED at Shelburne, Nova Scotia, this 30th day of January, 2014.

SHELBURNE ASSOCIATION  
SUPPORTING INCLUSION

Heath Spencer, Executive Director

Martha Holmes, Board Chair

NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION

Joan Jessome, President

David Lawrence, Chief Negotiator

Tressa Bower, Bargaining Committee

Karen Nickerson, Bargaining Committee

Holly Renaud, Bargaining Committee

## **SCHEDULE " A" WAGE PACKAGE**

Current (March 31, 2012) annual rate of salary for a Full-time Employee employed as a Community Support Worker is **\$35,589.00 (\$17.11)**. Current (March 31, 2012) Regular Part-time Employee employed as a Community Support Worker hourly rate is **\$17.11** per hour.

The following wage adjustment shall apply for the years specified.

**In addition to the increments noted below the Employer will pay effective April 1, 2012, a one-time adjustment of \$ .50 per hour.**

April 1, 2012 to March 31, 2013	<b>2.0% increment (\$17.96 with adjustment)</b>
April 1, 2013 to March 31, 2014	<b>2.5% increment (\$18.41 with adjustment)</b>
April 1, 2014 to March 31, 2015	<b>3.0% increment (\$18.96 with adjustment)</b>

To be eligible for the above rates Community Support Worker must have completed the training standards as set forth by the Department of Community Services.

To receive retroactive pay, an Employee must either be employed at Barrington Developmental Residence at the time of ratification; or have retired, or have become deceased, during the retroactive period.

In the case of a deceased Employee, the retroactive pay shall be paid directly to their estate.

Employees who were not employed during the entire retroactive period, but are currently employed, retired or deceased will receive the relevant rate increase, prorated for the period of their employment.

## **SCHEDULE " B" SHIFT AND WEEKEND PREMIUMS**

**Effective the date of ratification**, employees shall receive a shift **differential** for every regular hour worked between 7:00 pm and 7:00 am in the amount of **\$1.75** per hour. **Effective March 31, 2015, the shift differential shall be increased to one dollar and eighty-five cents (\$1.85).**

**Effective the date of ratification**, employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday at the rate of **\$1.75** per hour. **Effective March 31, 2015, the weekend premium shall be increased to one dollar and eighty-five cents (\$1.85).**

Shift differentials and weekend premiums shall not apply to night sleep shifts.

Shift differentials and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave or other benefits under this collective agreement. However, subject to the qualifying criteria set out herein, Employees may be entitled to receive both premiums for hours worked.

**MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN:**

**SHELBURNE ASSOCIATION SUPPORTING INCLUSION FOR THE BARRINGTON  
DEVELOPMENTAL RESIDENCE**

**- and -**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

The Employer and the Union are committed to promoting a workplace which is free of discrimination and harassment and the parties have agreed to this in Clause 4 of the Collective Agreement. The Employer also has a Code of Conduct which applies to management and staff as well as a Conflict Resolution protocol. The intention of these documents is to promote a healthy workplace and to encourage behaviour which is respectful and cooperative. The Conflict Resolution model is designed to assist staff in resolving issues with each other and with management in a manner which allows for a fast resolution and avoids escalation of workplace disharmony.

The Employer and the Union will together review the Conflict Resolution and Code of Conduct and will make joint presentation to the bargaining unit about the application of same. New Employees will also be orientated to the Code of Conduct and Conflict Resolution model upon hire.

In the event the Employer or Department of Community Services changes the C.O.R.E competencies, such that new training or certification is required, the Employer will make efforts to secure funding for this training from the Department of Community Services.

DATED at Shelburne, Nova Scotia, this 30th day of January, 2014.

SHELBURNE ASSOCIATION  
SUPPORTING INCLUSION

NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION

Heath Spencer, Executive Director

Joan Jessome, President

Martha Holmes, Board Chair

David Lawrence, Chief Negotiator

Tressa Bower, Bargaining Committee

Karen Nickerson, Bargaining Committee

Holly Renaud, Bargaining Committee

**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN:**

**SHELBURNE ASSOCIATION SUPPORTING INCLUSION FOR THE BARRINGTON  
DEVELOPMENT RESIDENCE**

**- and -**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**The parties acknowledge that there are occasions in which Employees are required to attend special functions with clients which could include overnight stays. These events surround participation in Special Olympics, camping trips, and client vacation. The parties agree that Employees will be paid straight time rates for attendance at these events and that no overtime will be paid for these events. Should an overnight stay be required, the Employer will pay the applicable Night Sleep Shift rate.**

**The Employer will first seek to schedule volunteers from staff who work with the client on the basis of seniority prior to assigning shifts to non-bargaining unit employees to maintain client activities.**

**To be clear, no bargaining unit members will be mandated to work for less than what is provided as per Article 15.**

DATED at Shelburne, Nova Scotia, this 30th day of January, 2014.

SHELBURNE ASSOCIATION  
SUPPORTING INCLUSION

NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION

Heath Spencer, Executive Director

Joan Jessome, President

Martha Holmes, Board Chair

David Lawrence, Chief Negotiator

Tressa Bower, Bargaining Committee

Karen Nickerson, Bargaining Committee

Holly Renaud, Bargaining Committee

## MEMORANDUM OF AGREEMENT

**BETWEEN:**

**Shelburne Association for Supporting Inclusion for Barrington Developmental Residence**  
(the "Employer")

**-And-**

**Nova Scotia Government And General Employees Union**  
(the "Union")

The Parties hereby agree to amend the Collective Agreement dated April 1, 2012 to October 31, 2015 as follows:

### **29.01 Labour Management Committee**

The parties to the agreement shall participate in a labour management committee which shall consist of up to two (2) representatives each of the Union and the Employer. The chairing of the meetings shall rotate between the parties. Minutes shall be kept of all labour management committee meetings and, upon approval, shall be posted for viewing by Employees.

**DATED** and effective at \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of January, 2017

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Shelburne Association for Supporting Inc. for Barrington

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Nova Scotia Government & General Employees Union

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Nova Scotia Government and General Employee’s Union (the “Union”)**

**And**

**Shelburne Association Supporting Inclusion for Shelburne Group Home (the “Employer”)**

**FEBRUARY HOLIDAY**

**The above named Parties agree as follows:**

1. The Employer is under no legal obligation to recognize the third Monday in February as a holiday under Article 19 of the Collective Agreement between the Employer and the Union covering the period from April 1, 2012 to March 31, 2015 (the “Collective Agreement”).
2. Monday, February 20, 2017 will be recognized as a holiday under Articles 19 of the Collective Agreement.
3. Qualification for and payment of the Monday, February 20, 2017 holiday shall be administered in accordance with Article 19 – Holidays.
4. Except for February 20, 2017, the third Monday in February is not recognized as a holiday under the terms of the Collective Agreement in any other year, including any year the collective Agreement may continue to apply after its expiry.

This Memorandum of Understanding will be deemed to be part of the Collective Agreement.

**DATED** and effective at \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of January, 2017.

\_\_\_\_\_  
Representative of Shelburne Association  
Supporting Inclusion Barrington

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Representative of NSGEU

\_\_\_\_\_  
Witness