

**Collective Agreement**

**Between**

**Regional Residential Services Society**

**and**

**Nova Scotia Government & General Employees Union**

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

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## **PREAMBLE**

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

And whereas it is agreed that the parties recognize that the purpose of the Regional Residential Services Society is to provide services to persons with intellectual disabilities which are integrative, individualized, social role valorizing, 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**

1.1 For the purpose of this Agreement:

- (a) "Bargaining Unit" is the permanent full time, permanent part time, probationary and term employees who are employed by the Employer and are members of NSGEU, local 66.
- (b) Classification means the position an employee holds as outlined in Appendix A.\
- (c) "Day" means a period of eight (8) hours for the purposes of calculating leave benefits, unless specified otherwise in a particular Article
- (d) "Employee" means a person who is included in the bargaining unit.
- (e) "Employer" means the Regional Residential Services Society.
- (f) "Holiday" means the twenty-four (24) hour period commencing at 12:01 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, Senior Director, Divisional Directors, Director of Resident Services, Controller, Human Resources Manager, Resident Services Coordinators, Supervisors, and other designated positions.

- (h) “Night Awake Shift” means a period between 10 p.m. and 9 a.m. which constitutes full working hours.
- (i) A “Night Sleep Shift” for a part time employee means a period between 10:00 p.m. and 9:00 a.m. during which the employee is scheduled to work two (2) active hours and is scheduled to sleep the remainder of the shift.
- (j) A “permanent full-time employee” means one who occupies a permanent position in the Bargaining unit in the Counsellor or Night Awake Counsellor classification and who has completed the probationary period.
- (k) A “permanent part-time employee” means an employee who occupies a permanent position in the Bargaining unit and works less than two thousand and eighty (2,080) regularly scheduled hours in a year in the Counsellor Assistant or Housekeeper classification and who has completed the probationary period. No “night sleep” hours will be included in the calculation of regularly scheduled hours of work, except for as otherwise provided in this Agreement.
- (l) “Probationary employee” means an employee appointed to a permanent position but who has not completed the probationary period as set out in Article 10.
- (m) “Seniority” means the length of continuous service from date of hire to a Bargaining unit position as calculated in accordance with Article 30 (Seniority).
- (n) “Service” means the total accumulated months of employment with the Employer.
- (o)
  - (i) “Term employee” means one from outside the bargaining unit hired to fill a term position.
  - (ii) “Term Position” is a position in the bargaining unit which will be vacant for a period greater than one hundred and eighty (180) or more continuous calendar days but not more than fifty-two (52) weeks, due to the absence of a permanent employee or for additional temporary staffing. The fifty-two (52) week period may be extended by mutual agreement of the parties.
  - (iii) For greater clarity a permanent employee filling a term position shall maintain permanent status.
- (p) “Union” means the Nova Scotia Government and General Employees Union.

- 1.2 Benefits for part-time employees covered by this Collective Agreement will be limited to those specifically provided to such part-time employees in this Agreement.
- 1.3 Unless any provision in this Agreement otherwise specified, the plural includes the singular, the masculine includes the feminine, and vice versa as the context may require.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the NSGEU as the Bargaining Agent for those regularly scheduled permanent full-time and part-time employees, probationary employees, and term employees as defined in paragraph 1.1(o), in group homes and residential facilities in the Halifax Regional Municipality, excluding office employees, Supervisors, those above the rank of Supervisor, and those excluded by subsection (2), Section 1 of the *Trade Union Act*.
- 2.2 Union staff shall be permitted access to the Employer's offices located at: 202 Brownlow Avenue, Suite LKD1, Dartmouth, NS, B3B 1T5 having given a prior request and subject to the access taking place at a mutually agreeable time.
- 2.3 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**

- 3.1 The management and direction of employees, operations and services is vested exclusively in the Employer and any matter arising out of this 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.
- 3.2 The Employer, the Union, and all employees agree to co-operate in enforcing health, safety, and other regulations.
- 3.3 The Employer agrees that its rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 3.4 The Employer reserves the right to delegate its authority in any manner it sees fit under this Agreement.

## **ARTICLE 4 – DISCRIMINATION**

- 4.1 Neither the Employer, the Union, nor any person acting on their behalf shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.
- 4.2 (a) 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 4.1.
- (b) The Employer, in consultation with the Union, shall maintain a harassment policy.
- (c) The Union may file a grievance where it is alleged the Employer has failed to follow the harassment policy.
- 4.3 Same Sex Family Status
- Any applicable family oriented benefits shall be available to families with same sex spouses.
- 4.4 The Employer agrees that there shall be no discrimination by reason of a conviction of an offence for which a pardon has been granted provided the Employer is satisfied the nature of the conviction will not affect the employee's ability to do her job or pose a danger to a client or another employee.
- 4.5 The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.

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

- 5.1 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.
- 5.2 The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

## **ARTICLE 6 - UNION ACTIVITY**

- 6.1 The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of Supervisors and Divisional Directors to the N.S.G.E.U.

6.2 On request of the Union with at least two (2) weeks' notice where possible and where operational requirements permit, leave of absence without pay may be granted to one (1) or more delegates for attendance to Union business. The Employer will continue the salary of the employee who is granted leave without pay in accordance with this article and will bill the Union for the employee's salary and benefits.

6.3 (a) **Bargaining Unit** representatives may be entitled to leave their work 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 for such purposes shall be first obtained from the supervisor or a Divisional Director.

(b) When a Steward is required to attend a formal grievance meeting during non-working hours, they shall receive time off in lieu on an hour-for-hour basis at a time mutually agreed between the Employer and the employee. The time must be taken within four (4) weeks of the formal grievance meeting and must be at a time when the Supervisor determines that there will be no cost to the Employer in terms of requiring the use of replacement personnel.

6.4 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees who have attained at least six (6) months' seniority, 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 with pay.

6.5 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 her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of 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) she is to serve.

(c) A leave of absence for a second (2<sup>nd</sup>) 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.
- (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 her term of office, the employee shall be reinstated to the same or equivalent position she 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 she commences the leave.
- (i) 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 leave of absence. The Union shall also reimburse to the Employer the Employer's cost of re-certification for Standard First Aid.

## **ARTICLE 7 - CHECKOFF**

- 7.1 The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all employees in the Bargaining Unit. Dues deductions for employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.
- 7.2 The Union shall inform the Employer, in writing, of the amount to be deducted for each employee.
- 7.3 The amounts deducted from the pay of the employee in accordance with Article 7.1 shall be remitted to the Secretary-Treasurer of the Union within three (3) weeks after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf. The Employer

shall advise the Union of any extended unpaid leaves of absences or terminations.

- 7.4 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 8 – UNION COMMUNICATIONS**

- 8.1 In Small Options, Group Homes, Supported Apartments Office and Developmental Residences, the Union may have a binder set up for this purpose to be kept in the same location as the communication book, and a notation limited to advising staff that material has been added to this binder may be noted in the daily staff communication book.

## **ARTICLE 9 - INFORMATION**

- 9.1 (a) 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.
- (b) The Union will also provide the Employer with an information package for new employees. The Employer agrees to provide each bargaining unit member with a copy of the Collective Agreement and the information package upon hire.
- 9.2 Upon hiring, each employee shall be provided with a statement of her/his classification and employment status.
- 9.3 (a) 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 some time during the term of their probation for the purpose of acquainting the new employee with the benefits and duties of Union membership.
- (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. The Union may provide the Employer with a form to be completed by new employees for provision of address and phone number to the Union, to be forwarded by the employee to the Union. The Employer will include the form in the Employee Orientation Package.

- 9.4 (a) Employees shall be provided with current position descriptions outlining the duties and responsibilities of their positions.

- (b) Copies of all current position descriptions for Bargaining Unit employees shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within fifteen (15) days of final revisions.

## **ARTICLE 10 - PROBATIONARY PERIOD**

- 10.1 (a) All newly hired employees to a bargaining unit position shall serve a probationary period of one thousand five hundred and sixty (1,560) hours of active employment or nine (9) months, whichever is less. For the purpose of Article 10, active employment means all regular hours (excluding overtime) worked under the designated House Supervisor, including the two (2) scheduled active hours on the night sleep shift.
- (b) If a term employee is successful in obtaining a permanent position on completion of a term position resulting in continuous employment in a permanent position, the time worked in the term position shall be credited to the employee's probationary period, provided both the permanent position and the term position report to the same designated house Supervisor.
- 10.2 (a) The Employer may, before the expiration of the probationary period set out in paragraph 10.1, extend the appointment for a period not to exceed five hundred twenty (520) hours of active employment or three (3) months, whichever is less.
- (b) When an employee's probationary appointment is to be extended as provided in Article 10.2(a), 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.
- 10.3 Probationary employees may be discharged during the probationary period at the Employer's discretion. In such cases, the Probationary employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer has acted in bad faith.
- 10.4 Extension of probationary periods is to be determined by the Employer. The employee shall receive at least two (2) weeks' notice in writing of termination, or shall receive two (2) weeks' regular pay in lieu of notice.
- 10.5 The Employer shall, upon successful completion of the probationary period, confirm employment on a permanent basis.

- 10.6 If the Employer requires an employee to have a complete physical examination, then the cost of such examination shall be paid by the Employer. Such medical documentation in the hands of the Employer shall only be disclosed with the written consent of the employee or as otherwise required by law.
- 10.7 An employee shall be compensated for all approved orientations or shadow shifts in all homes at the time she receives her regular pay.

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

- 11.1 (a) No employee who has successfully completed the probationary period pursuant to Article 10.1 and 10.2 shall be disciplined, suspended without pay, or discharged except for just and sufficient cause.
- (b) When an investigation into allegations of harassment, (including bullying and violence in the workplace), discrimination, resident abuse, theft, or leaving a resident unattended without authorization requires a meeting between the employee against whom an allegation has been made and the Employer, the employee shall be entitled to have a Shop Steward present if he or she desires. Shop Stewards shall be compensated in accordance with Article 6.3(b).
- 11.2 (a) Where an employee is suspended without pay or discharged, the Employer shall, within five (5) working days of the suspension or discharge notify the employee in writing stating the reason for the suspension or discharge.
- (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) The Employer will give notification to the Union at the same time the employee is suspended without pay or discharged.
- 11.3 Where an employee alleges that he has been suspended without pay for more than one shift or discharged contrary to Article 11.1, he shall lodge his grievance at the second stage of the grievance procedure.
- 11.4 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 will be reasonable and relate to the conditions of the workplace and shall not be discriminatory.

- 11.5 (a) The Employer supports a system of progressive discipline except in the case of serious offences including resident abuse or neglect, theft or damage of property, (including bullying and violence in the workplace), discrimination, intoxication or being under the influence of drugs while on duty, and conviction for 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 Regional Residential Services Society, its staff or clients. If a second incident occurs, it shall be considered an incident forming part of the enumerated list in 11.5(a).

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

- 12.1 If a formal review of an employee's performance is made, 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.
- 12.2 Within two (2) full business days of providing a request to the Human Resources Manager, employees shall have supervised access to their personnel file and, upon request, shall be provided with a photocopy of any documents in the file.
- 12.3 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any matter of which the employee was not made aware at the time of its occurrence or any document the existence of which the employee was not aware at the time of filing, unless the matter in question was not known by the Employer at the time of its occurrence.
- 12.4 (a) Subject to Article 12.4(b), where written documentation of disciplinary action exists in an employee's file, in circumstances where formal disciplinary action has not occurred for a period of three (3) years after the date of the written documentation, that documentation shall be removed from the employee's file. It is understood that the period of time referred to herein includes the disciplinary record of employees prior to the signing of the Collective Agreement.
- (b) Where the action for which an employee has been disciplined involves resident abuse **or neglect**, theft, leaving a resident unattended without authorization, harassment (including bullying and violence in the

workplace) and discrimination the record of discipline will remain in the employee's file for **five (5)** years and if no further infraction of the same nature has occurred during the **five (5)** year period, the disciplinary record shall be removed from the file and destroyed.

- (c) When an employee has been disciplined for a clerical error while following medication procedures and the error could not have resulted in jeopardizing the health and safety of the resident, the record of discipline shall be removed from the employee's file and destroyed one year after the incident.

## **ARTICLE 13 - JOB POSTING**

- 13.1 (a) 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 where the employees work for seven (7) calendar days.
- (b) Employees who do not meet the posted education requirements will be eligible to apply for a full-time position provided the employee has completed forty-eight (48) months of service as a Counsellor Assistant or Night Awake Counsellor.
- 13.2 (a) Notwithstanding Article 13.1(a), the Employer maintains the right to transfer permanent employees according to the exigencies of the service and in such cases the new or vacant position shall not require posting. For transfers of greater than three (3) months, the employee transferred must consent to the transfer.
- (b) The Employer shall make every reasonable effort to grant requests for temporary transfers based on pregnancy and physical needs of the employee for periods of up to three (3) months and upon certification of need by a qualified medical practitioner. Extensions shall be granted for pregnancy upon the recommendation of a qualified medical practitioner. Temporary transfers shall be into new or vacant positions, which shall not require posting; or if the transfer is to an occupied position, with the mutual consent of the other employee. The Employer reserves the right to limit potential transfer locations to those which in its sole judgement match the skills and abilities of the employees seeking transfer.
- 13.3 On job postings, all candidates for the position will be assessed on the basis of their ability and qualifications. Where these are relatively equal, in the sole discretion of management, the senior applicant shall receive the

position. When filling Counsellor positions, Counsellor seniority shall take precedence over the seniority of applicants in other classifications.

13.4 (a) Same Classification Appointment

A Permanent employee who is the successful applicant to a position within the same classification but in a different house shall serve a trial period of five hundred twenty (520) regularly scheduled hours or three (3) months whichever is lesser of the two. No trial period is required for appointment to a position within the same classification and the same house.

(b) Different Classification Appointment

(i) A Permanent employee who is the successful applicant to a position in a different classification shall serve a trial period of one thousand five hundred sixty (1560) hours of active employment or nine (9) months of active employment, whichever is less.

(ii) Notwithstanding (b)(i) above, a Counsellor appointed to a Counsellor Assistant position shall serve a trial period of five hundred and twenty (520) regularly scheduled hours or three (3) months, whichever is less.

(c) If 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.

13.5 Job postings may state a preference of gender for the purpose of personal care and role modelling or where such preference is otherwise demonstrably justified.

13.6 The Employer shall post a monthly status report on all vacant positions that employees would be eligible to apply for.

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

14.1 The normal hours of work for full-time employees shall be two thousand and eighty (2,080) hours per year, inclusive of vacations and paid holidays.



14.2 The normal hours of work for part-time employees covered by this Agreement shall be fewer than two thousand and eighty (2,080) regularly scheduled hours per year.

- 14.3 The Employer shall post the work schedule four (4) weeks in advance.
- 14.4 When it is deemed by the Employer that the regular rotating schedule must be changed due to operational requirements a minimum of four (4) weeks' notice will be given.
- 14.5 (a) Changes to the work schedule after its posting may be made after consulting with the employees concerned.
- (b) It shall be the responsibility of the House Supervisor to notify the senior staff person on duty of any updates to the schedule. Updates shall be given at the end of each business day, but no later than six (6:00) p.m.
- 14.6 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- 14.7 (a) The Employer shall ensure that no full-time employee is scheduled to work more than five (5) consecutive days in a two-week period with 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 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 the employee. However, the time referred to in this clause includes only regularly scheduled bargaining unit hours of work and does not include any casual hours of work performed by the part-time employee.
- 14.8 (a) Full-time employees required to work rotating shifts shall be scheduled in such a way as to assign the rotation within the assigned house as equitably as possible.
- (b) All Counsellor Assistants working a regular rotation will have weekends off scheduled as equitably as possible within the assigned home. This does not apply to Counsellor Assistants working a day (Monday to Friday) position, a Night Awake position, or term hours until such time that the term hours may be permanently scheduled into the regular rotation.
- 14.9 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 contract.

14.10 The Employer shall not utilize outside agencies or services to fill shifts until a reasonable attempt has been made to fill the shift with an employee from the house staff list pursuant to Memorandum of Understanding #1.

14.11 Reduction of Hours in a Home:

(a) When the number of contracted regular part time hours within a house is reduced, and in the absence of affected employees volunteering to accept a reduction of hours or a transfer of hours to another house, the Employer will attempt to mitigate the reduction by assigning available regularly scheduled hours in other work locations to the affected junior employee(s), in reverse order of seniority (bargaining unit seniority applied on a house by house basis), subject to operational requirements and resident needs.

(b) In carrying out the process in (a) above, the HR Manager, House Supervisor and Union Representative will meet with the potentially affected employees.

14.12 The procedure for filling vacant shifts from the House Staff list shall be as stipulated in Memorandum of Understanding #1.

**14.13 Notwithstanding Article 1.1(k) or any other provision of the collective agreement, the schedule for employees working in the Supported Apartment Program shall be reasonably flexible to meet the needs of the persons supported.**

## **ARTICLE 15 - OVERTIME**

15.1 "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.

15.2 All overtime must receive prior authorization, except in the case of night sleep shifts when the overtime and its circumstances must be reported to the Supervisor at the end of the shift.

15.3 A full-time employee who is required to work a night sleep shift as overtime shall be compensated at time and one half (1½) the night sleep stipend outlined in Appendix A, or equivalent time off.

15.4 (a) Compensation rates for full-time employees for overtime hours shall be time and one-half (1.5) for all hours in excess of the employee's regularly scheduled hours of work.

- (b) Compensation rates for part-time employees for overtime hours shall be:
  - i) Straight time for hours up to forty-eight (48) hours per week (total of scheduled hours and of casual hours);
  - ii) Time and one-half (1.5) the regular rate of pay for hours worked in excess of forty-eight (48) hours per week (total of scheduled hours and casual hours).
- 15.5 (a) Compensation for overtime for full time employees may be in the form of time off or pay, as mutually agreed between the employee and the Employer. If time off is elected, such time shall be granted at the discretion of the Employer.
- (b) Compensation for overtime for part time employees shall be in the form of pay.
- (c) Notwithstanding (a) above, an employee who works an overtime shift in a home other than the employee's assigned home, shall be compensated in the form of pay.
- 15.6 (a) 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 shall be in pay.
- (b) **Except for the period January 1 to March 31 of each year, no** vacation or special leave may be taken by an employee until their time off in lieu of overtime has been used.
- 15.7 The Union is entitled to consult with the Employer or his representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.
- 15.8 An employee must work at least ten (10) minutes beyond his normal shift before being eligible for overtime compensation.
- 15.9 In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ( $\frac{1}{2}$ ) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
- 15.10 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 employees prior to attendance at the event.

## ARTICLE 16 - STANDBY AND CALLBACK

### Supported Apartments Standby

- 16.1 (a) Employees in Supported Apartments who are required to be on regular standby shall be provided with a **cell phone**.
- (b) Standby employees in Supported Apartments shall be awarded four (4) hours of time off with pay for each four (4) calendar day period that they are standing by.
- (c) No compensation shall be granted for the standby period if the employee does not report for duty when required.
- (d) An employee who is called back for work and who reports for work shall be reimbursed for transportation at the appropriate travel rate.

### Standby in Other Locations

- 16.2 (a) A full-time employee who is scheduled to work a holiday referred to in Article 20.1 in a home deemed by the Employer to require a standby arrangement may volunteer to standby rather than attend at work. Notwithstanding Article 20.1, the employee who volunteers to standby shall be paid at the straight time rate for standby hours.
- (b) A part-time employee who is scheduled to work a holiday referred to in Article 20.5 in a home deemed by the Employer to require a standby arrangement may volunteer to standby rather than attend at work. Notwithstanding Articles 20.6 and 20.7, the employee who volunteers to standby shall be paid at the straight time rate for standby hours.
- (c) A full-time or part-time employee who is not scheduled to work but is required to standby shall receive standby pay of one (1) hour's pay for each period of standby of eight (8) hours or less.

### 16.3 **Standby During Christmas Period**

- (a) **This article applies to the holiday period commencing Christmas Eve day and ending New Years Day.**
- (b) (i) **A full-time employee who is scheduled to work on Christmas Day, Boxing Day or New Years Day may be assigned to standby shift at home rather than attend at work for all or part of the holiday. Notwithstanding Article 16.2(c), the employee**

on a standby assignment shall be paid at the straight time rate for each hour on standby, in addition to holiday pay.

- (ii) Standby pay pursuant to b(i) above shall apply to part-time employees for Christmas Day and New Years Day only.
- (iii) If the full-time or part-time employee is required to return to the workplace, the applicable rate of pay set out at Article 20.3 or 20.7 shall apply for the time worked.

- (c) An employee on standby assignment during the Christmas period on a day that is not a holiday for that employee shall receive standby pay equivalent to one-half the employee's regular pay rate for each hour of standby.

If the employee is required to return to the workplace, the regular rate of pay will apply for the time worked.

- (d) To be eligible for standby pay pursuant to 16.3(b) and (c), the employee must provide the Employer with a telephone number where he/she can be contacted and the employee must be available to attend at the workplace within a reasonable amount of time of being called to report to work.
- (e) No compensation shall be paid for the standby period if the employee does not report for duty when called or if the employee cannot be reached within fifteen (15) minutes.

**16.4** Employees shall be compensated for all hours worked at the applicable rate for his/her classification.

## **ARTICLE 17 - TRAVEL**

17.1 The Employer agrees to reimburse employees for travel if prior authorization has been received. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on January 1 of each year such rate or any amendment of that rate should they occur.

## ARTICLE 18 - PAY PROVISIONS

- 18.1 (a) 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.
- (b) Should the Employer make an error in an employee's pay, this shall be corrected and the employee shall receive the missed salary within two (2) work days (as defined in article 24.5) of the problem being reported to the Employer.
- (c) Time sheets completed by employees will be completed by the end of the pay period and will normally be picked up by the Employer after the end of a pay period.
- 18.2 Employees who assume a term position at the supervisory level shall continue to be members of the bargaining unit and shall receive the pay and any associated benefits.
- 18.3 The holdback period for payroll shall be one (1) week for full-time employees and two (2) weeks for part-time employees.
- 18.4 (a) Shift Differential
- (i) Counsellors  
**Effective date of ratification of the agreement, employees in the Counsellor classification shall receive a shift differential of one dollar and seventy-five cents (\$1.75) per hour for every hour worked after 6:00 p.m. for the duration of the shift.**
- (ii) Night Awake Counsellors and Counsellor Assistants (Night Awake Shift)  
**A Night Awake Counsellor and Counsellor Assistant shall receive one dollar (\$1.00) per hour for every Night Awake hour worked prior to seven (7) a.m. of the morning following the commencement of the Night Awake shift.**
- (iii) **Effective January 1, 2014, Night Awake Counsellors and Counsellor Assistants shall receive one dollar and fifty cents (\$1.50) per hour for every hour worked between 7:00 p.m. and 7:00 a.m.**

- (iv) **Effective April 1, 2014, the shift differential pursuant to 18.4(a)(iii) shall be one dollar and seventy-five cents (\$1.75) per hour worked between 7:00 p.m. and 7:00 a.m.**
  - (v) **Effective March 31, 2015, the shift differential pursuant to Articles 18.4(a)(i) and 18.4(a)(iv) shall be one dollar and eighty-five cents (\$1.85) per hour worked.**
- (b) Weekend Premium
- (i) **Counsellors**  
**Effective the date of ratification of this agreement,** employees in the Counsellor classification shall receive a weekend premium of **one dollar and seventy-five cents (\$1.75)** per hour for all regular hours worked between midnight Friday and midnight Sunday.
  - (ii) **Night Awake Counsellors and Counsellor Assistants**  
**Effective January 1, 2014, Night Awake Counsellors and Counsellor Assistants shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for all regular hours worked between midnight Friday and midnight Sunday.**
  - (iii) **Effective April 1, 2014 and pursuant to 18.4(b)(ii), the rate shall be one dollar and seventy-five cents (\$1.75) per hour.**
  - (iv) **Effective March 31, 2015, all employees shall receive a weekend premium of one dollar and eight-five cents (\$1.85) per hour for all regular hours worked between midnight Friday and midnight Sunday.**
- (c) Shift differential and weekend premiums shall not apply to night sleep shifts.
- (d) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RRSP, or any other benefits under this agreement.
- 18.5 Subject to Article 15.4(b), Counsellor Assistants who work in excess of their contracted hours shall be paid at the Counsellor Assistant regular rate of pay as set forth in Appendix A.

#### 18.6 Staff Training

- (a) 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, except as provided for in (b) below.



- (b)
  - (i) Up to eight (8) hours per year at First Aid/CPR training shall be considered time worked.
  - (ii) For employees in the Counsellor Classification, up to sixteen (16) hours per year at First Aid/CPR training shall be considered time worked.
- (c) Employees scheduled to work a night awake shift immediately prior to a day of training and/or are scheduled to work a night awake shift the day of training shall:
  - (i) if scheduled for both the above shifts, receive one shift off with pay and, at their request, be granted the second shift off and paid from banked time or be granted the second shift off and rescheduled to work an additional shift;
  - (ii) if scheduled to work only one of the above shifts, be granted the shift off with pay.
- (d) Requests for training other than First Aid/CPR shall be submitted in writing to the Human Resource Department.

18.7 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's pay per incident, provided that the incidents are at least one (1) hour apart. All incidents within one (1) hour shall be compensated one (1) hour's pay. Compensation under this clause will not exceed the pay for a Night Awake Shift.

## **ARTICLE 19 - VACATIONS**

- 19.1 (a) Full Time employees shall earn vacation with pay at the following rates:
- (i) 10 hours per month during the first twenty-four (24) months of employment.
  - (ii) 13.28 hours per month during each month in excess of 24 months of employment.
  - (iii) effective the month following the signing of the collective agreement, 16.72 hours per month during each month in excess of one hundred eighty (180) months of employment.
  - (iv) Month of employment means calendar month employed in either a full time or part time position.

- 19.2 The vacation year shall be April 1 to March 31, inclusive.
- 19.3 Probationary employees may not take vacation until the successful completion of three (3) months of the probation period. The probationary period will be extended equivalent to vacation time taken.
- 19.4 (a) Except as otherwise provided in this Agreement and with the consent of the Employer:
- (i) Full-time employees may carry-over vacation leave for a period of not more than forty (40) hours to the following vacation year.
  - (ii) Part-time employees may carry over up to six hundred dollars (\$600) in banked vacation pay to the following vacation year.
- (b) the vacation leave and pay carried over shall be paid out if not used before close of that year.
- (c) Requests for carry-over entitlement shall be made in writing by the employee to the Executive Director or delegate not later than January 31<sup>st</sup> of the year in which the vacation is earned, provided however that the Executive Director may accept a shorter period of notice of the request.
- 19.5 (a) Part-time employees continuously employed for less than ten (10) years shall earn vacation pay based upon six percent (6%) of his/her bi-weekly earnings. Part-time employees continuously employed for ten (10) or more years shall earn vacation pay based upon eight percent (8%) of his/her bi-weekly earnings.
- (b) Earnings shall mean the part-time employee's regular and overtime pay for both scheduled and relief hours, including vacation pay.
- (c) Vacation pay shall accumulate and be paid to the part-time employee at the time he/she takes vacation or be paid automatically to the part-time employee on the last regular payday in September and March as follows:
- (i) in September for any amount in the employee's bank in excess of six hundred dollars (\$600) subject to:
    - the employee requesting pay-out of his/her entire bank;or
    - the employee requesting the September pay-out be held back for vacation to be taken prior to March 31<sup>st</sup>;and

the employee must notify the Employer by August 31<sup>st</sup> if choosing to exercise one of the above options.

- 19.6 (a) Vacation leave shall not be taken except with the prior approval of the Employer.
- (b) (i) Employees who submit their vacation preference in writing prior to February 15<sup>TH</sup> shall receive **a written response by** March 15<sup>TH</sup> of the same year.
- (ii) The granting of vacation shall be based on employee bargaining unit wide seniority and be applied on a house basis, with preference given to employees on the full-time seniority list. Employees may exercise their seniority rights under 19.6 (b) only once and for a maximum period of two (2) consecutive weeks if there is a conflict in vacation requests. Once employees have exercised their first preference right the Employer shall return to the top of the seniority list in granting vacation.
- (c) Employees requesting vacation after February 15<sup>th</sup> shall, where operational requirements permit, be granted their vacation on a first-come first-serve **basis** by providing a minimum of two (2) weeks' notice, verbally and in writing, to their supervisor or management designate. The supervisor or designate shall respond in writing within five (5) business days.
- (d) Notwithstanding the foregoing, in extenuating circumstances and where operational requirements permit, the supervisor may accept shorter notice periods.
- 19.7 For Full time employees vacation shall be earned and taken on an hour for hour basis.
- 19.8 Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.
- 19.9 Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee his request to enjoy his vacation entitlement for vacation leave to which he is entitled.
- 19.10 An employee, upon his separation from the Employer, shall be compensated for vacation leave to which he is entitled.
- 19.11 An employee, upon his separation from the Employer, shall compensate the Employer for vacation which was taken but to which he was not entitled.

19.12 An employee is entitled twice each fiscal year to be informed, upon request, of the balance of his vacation leave with pay credits.

19.13 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. An employee who has incurred expenses related to his/her vacation and, subsequent to their vacation approval, has their vacation cancelled 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. The employee shall be required to submit proof of expenses when making a claim for reimbursement.

19.14 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 19.6.

19.15 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 to the extent the employee has existing sick leave credits and her vacation credits will be restored. 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.

## ARTICLE 20 - HOLIDAYS

20.1 The following shall be paid holidays for full-time employees:

- |                     |                    |
|---------------------|--------------------|
| 1. New Year's Day   | 2. Good Friday     |
| 3. Easter Sunday    | 4. Victoria Day    |
| 5. Canada Day       | 6. Labour Day      |
| 7. Thanksgiving Day | 8. Remembrance Day |
| 9. Christmas Day    | 10. Boxing Day     |
| 11. Civic Holiday   |                    |

20.2 When the holidays listed in Article 20.1 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.

20.3 When a Counsellor's or Night Awake Counsellor's regularly scheduled day of work falls on a Holiday listed in Article 20.1 the Employer shall with the mutual consent of the employee:

- (a) grant eight (8) hours of the holiday off with pay; or
- (b) pay the employee his regular rate of pay plus one-half ( $\frac{1}{2}$ ) 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 his regular rate of pay for the holiday worked plus time off in lieu of the additional one-half ( $\frac{1}{2}$ ) times his/her regular rate of pay for the time worked and the additional eight (8) hours for the holiday.

20.4 Time off which is being granted in lieu of a paid holiday must be taken in accordance with Articles 15.6.

20.5 (a) The following shall be paid holidays for all part-time employees:

- |                   |                |
|-------------------|----------------|
| 1. New Year's Day | 2. Good Friday |
| 3. Canada Day     | 4. Labour Day  |
| 5. Christmas Day  |                |

- (b) A Part-time Counsellor Assistant with five (5) or more years' continuous bargaining unit employment with the Employer shall receive a FTE designation that shall include two (2) active hours for regularly scheduled night sleep shifts. This designation shall be calculated once annually, on April 1<sup>st</sup>, and shall be the designation for the purpose of prorating holiday

entitlement in Article 20.1 for the following year. A Counsellor Assistant will receive at least the holidays provided in Article 20.5(a).

20.6 An 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 leave of absence or otherwise directed to be absent.

20.7 Compensation for paid holidays for part-time employees shall be as follows:

- (a) Where a part-time employee is scheduled to work on a paid holiday and works on that paid holiday, the Employer shall either:
  - (i) grant eight (8) hours of the holiday off with pay; or
  - (ii) pay the employee his regular rate of pay plus one-half ( $\frac{1}{2}$ ) his regular rate of pay for hours actually worked and an additional eight (8) hours pay at straight time rates.
- (b) Where a part-time employee is not scheduled to work on a paid holiday and does not work on that paid holiday, he or she shall receive eight (8) hours pay.
- (c) Where a part-time employee works an active hours shift of which only part falls on a holiday, all the premium pay provisions provided by Article 20.7(a) shall be pro-rated to apply only to those hours actually worked on the holiday.
- (d)
  - (i) For night sleep shifts, the employee shall receive two and one-half ( $2\frac{1}{2}$ ) times the normal night sleep shift rate for those shifts where the morning hours occur on the holiday.
  - (ii) Notwithstanding (d) (i) above, an employee who works a night sleep shift in addition to a regular shift on a paid holiday shall be paid one and a half ( $1\frac{1}{2}$ ) the normal night sleep rate and for the regular shift be paid in accordance with 20.7(a).

20.8 When the calendar date of a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

20.9 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.

## 20.10 Overtime on a Holiday

Where on a paid holiday [as defined in either 20.1 or 20.5 (a)] an employee is required to work overtime, the employee will be paid 2.25 times her regular rate for each overtime hour.

## ARTICLE 21 - LEAVES OF ABSENCE

### 21.1 Special Leave

Permanent full-time and part-time employees may, upon request, be granted special leave without pay at the discretion of the Employer.

21.2 With the exception of the specific continued coverage provided under Article 21.8(d), while on an approved leave of absence without pay of more than two (2) weeks duration (including Pregnancy, Adoption, Education and general leaves), there is no accumulation of any benefits under the contract (sick leave, holidays, vacations, etc.).

### 21.3 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 the employee's father, mother, legal guardian, brother, sister, spouse (including common-law spouse, regardless of gender, of more than one (1) year), child, ward, grandchild, father-in-law, mother-in-law, step-parent, stepchild and a relative permanently residing with the employee. A 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) days bereavement leave with pay, inclusive of the day of the funeral, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law and sister-in-law. A 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) The above entitlement is subject to proper notification being made by the employee to the Employer.



- (d) In determining bereavement leave, a day shall equal all hours scheduled to be worked by the employee on the day taken as leave.
- (e) 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. Employees are not required to give advance notice as provided in 19.6(c) where requesting vacation leave for bereavement purposes.
- (f) Pursuant to Articles 21.3 (a) & (b), in the event the funeral service is not held during the normal bereavement period but deferred to a later date, the employee shall be granted bereavement leave to attend the funeral without loss of pay, providing the total number of paid bereavement days does not exceed the number of days provided in Article 21.3 (a) or (b), whichever is applicable.

#### 21.4 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 21.4(a)(i) shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.

## 21.5 Pregnancy Leave

A pregnant employee, who has been employed by her 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) an employee shall as soon as reasonably possible, but in no case later than the seventh (7<sup>th</sup>) month, forward to the Employer a written request for pregnancy 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) 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;
- (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) the Employer may require a pregnant employee, who has been employed by the Employer for at least one year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected. A pregnant employee who has one year seniority may take an unpaid leave of absence when she reasonably believes that she can no longer perform the duties of her position, or is in an environment that may be of risk to her or her unborn child.

## 21.6 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) 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.

#### 21.7 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.

#### 21.8 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 21.9(a)(ii).
- (b) An employee is entitled to only one interruption and deferral of leave pursuant to Article 21.8 (a).
- (c) When an employee returns to work upon the expiration of the period referred to in Articles 21.5, 21.6 and 21.7 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) While an employee is on pregnancy, parental or adoptive leave, the Employer shall maintain coverage for group insurance benefits and shall continue to pay its share of the premium costs for maintaining such coverage during the period of pregnancy, parental, or adoptive leave.

#### 21.9 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 21.9(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 21.8(a); and
  - (v) the resumption of parental leave by the employee in accordance with Article 21.8(a) and 21.9(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 21.7, interrupts and defers leave, pursuant to Article 21.8(a), or gives notice pursuant to Article 21.9(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.

#### 21.10 Paid Leave for Birth of Child

On the occasion of the birth of his/her 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.

#### 21.11 Educational Leave

- (a) 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 three (3) months. Approval shall be granted at the discretion of the Executive Director. 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.
- (b) Full-Time employees who have been in the employ of the organization for two (2) or more years may apply for education leave without pay for a period in excess of three (3) months, up to a maximum of twelve (12) months. Part time employees who have been in the employ of the Employer for at least three (3) calendar years shall also be eligible for this benefit. Approval shall be granted at the discretion of the Executive Director.

- (c) The Employer will take all reasonable measures to accommodate the schedule of an employee who wishes to enrol in an educational program.

### 21.12 Leave for Family Illness

- (a) In the case of illness of any employee's immediate family, meaning husband, wife, son, daughter, father or mother, who permanently reside with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his immediate supervisor, leave with pay up to three (3) days per annum, which leave shall be deducted from the employee's sick leave entitlement as provided under Article 22.1.
- (b) Employees shall be entitled to a leave of absence without pay to a maximum of eight (8) weeks for compassionate care, in accordance with section 60E of the Labour Standards Code.

### 21.13 Child & Elder Care Leave

Permanent Full-Time and Part-Time 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 children and for elder care.

### 21.14 Prepaid Leave

Permanent employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Policy.

## **ARTICLE 22 - SICK LEAVE**

- 22.1 (a) Each Full-Time employee shall earn sixteen (16) hours sick leave for each completed calendar month of service up to a maximum accumulation of eight hundred (800) hours.
- (b) Each regular part-time employee who is contracted to work fifteen (15) hours per week or more shall earn eight (8) hours sick leave for each completed calendar month of service up to a maximum accumulation of eight hundred (800) hours.
- (c) Each regular part-time employee who works less than fifteen (15) hours per week shall earn four (4) hours of sick leave for each completed

calendar month of service up to a maximum of forty-eight (48) hours in a twelve (12) month period.

- (d) Sick Leave shall be earned and taken on an hour for hour basis, including night sleep shifts for which the hourly formula shall be as follows:

$$\frac{\text{Night Sleep Stipend}}{\text{Hourly Rate}}$$

- 22.2 An employee may be required to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and, if a certificate is not produced within five (5) calendar days of such a request, the time absent from work shall be deducted from the employee's pay. Where the Employer has reason to believe that 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.
- 22.3 In all cases where sick leave is for a period of four (4) or more consecutive work days, the absence shall be supported by a medical certificate.
- 22.4 For the purposes of this Article, the Employer may require that the employee be examined by an alternate medical practitioner of the employee's choice. The Employer shall pay the cost of the examination and/or medical report provided to the Employer.
- 22.5 (a) In any case of absence of an employee due to sickness, the absence shall be reported to the Employer in accordance with the Employer's policy at least one (1) hour 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.
- 22.6 The Employer may require an employee to complete a Fitness to Work Assessment Form when the Employer has a reasonable concern regarding the employee's ability to perform the job requirements, or where the employee is seeking a medical accommodation. In such instances, the Employer shall be responsible for paying the associated cost.**

## **ARTICLE 23 - LAYOFF, RESIGNATION OR DISCHARGE**

- 23.1 If an employee desires to terminate her/his employment, she/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.

- 23.2 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. In an effort to avoid a lay-off the Employer may, where operational requirements permit, seek agreement of the potentially affected employees in a house, to find a resolve pursuant to Article 14.11.
- 23.3 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 within their job classification.
- 23.4 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).
- 23.5 Employees shall be recalled in order of their seniority within their job classification. Once all employees within a classification have been recalled to work, positions shall be offered to laid-off employees in other classifications provided the employee is qualified to perform the work in question. However, the operation of this Article shall not result in an employee moving from part time to full time hours. In such cases employees will be recalled in order of their overall seniority, regardless of classification.
- 23.6 (a) No new employees shall be hired until those who are laid off have been given an opportunity of recall. 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. Laid off employees will have the right to refuse recall only once during the twelve (12) month period described in this Article within their job classification. However, an employee's refusal to accept recall will not result in loss of recall rights where the recall is for an occasional work assignment or for a work assignment of less than three (3) months, providing the employee is employed elsewhere. In the event the employee accepts the occasional or short term work assignment, the twelve (12) month recall period shall not be deemed to be interrupted nor will notice of layoff be required when the work assignment is completed.
- (b) An employee who is employed with another Employer at the time of recall shall give the Employer notice of his/her 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, the name will be struck from the seniority list and his/her employment will be deemed to be terminated except where the employment is of short duration as set out in (a) above.

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

23.7 The Employer shall notify employees who are to be laid off twenty (20) 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, he/she shall be paid for the days for which work was not made available.

23.8 No Contracting Out

The Employer will not contract out work that is normally performed by employees in the Bargaining Unit if, as a direct result, an employee will be laid off and the employee is qualified to perform the work.

23.9 Resignation

An employee who has terminated his/her employment through resignation may withdraw same in writing within forty eight (48) hours of the time they communicated their resignation to the Employer.

## **ARTICLE 24 - GRIEVANCE AND ARBITRATION**

24.1 An employee who feels that she/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 his/her immediate supervisor. The employee may have a Steward present, if so desired. The Supervisor 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 Supervisor shall be notified accordingly.

In each of the following steps of the grievance procedure, the person designated by the Employer as the first or second 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 at the grievance procedure.

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

### 24.3 STEP ONE:

If the employee or the Union is not satisfied with the decision of the immediate Supervisor, the employee may, within fifteen (15) working days of receiving the decision of the immediate Supervisor, present her/his grievance in writing to the 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 she/he presented her/his grievance to the 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 designate.

If the employee does not receive a reply, or satisfactory settlement of her/his grievance from the Executive Director or designate within fifteen (15) working days from the date on which her/his grievance was received at the second level, the employee may refer his/her grievance to Arbitration as provided hereof within fifteen (15) working days of the date on which she/he should have received a reply from the Employer.

- 24.4 In any case where the employee presents his/her 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.
- 24.5 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.
- 24.6 At the request of either party to this agreement, it may be mutually agreed to extend the time limits specified herein.
- 24.7 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 at Step Two. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as provided in Article 24.9 of this Agreement.
- 24.8 The Employer shall advise the Union of the names and jurisdiction of the persons designated at the levels of the grievance procedure.

- 24.9 (a) Where a difference arising 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 the term or conditions of this Agreement have been violated, either of the parties may, after exhausting the grievance procedure in Article 24, notify the other party within fifteen (15) working days of the receipt of the reply at Step Two 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. 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.
- 24.10 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.
- 24.11 (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.
- 24.12 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

- 24.13 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.
- 24.14 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.
- 24.15 (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*.
- 24.16 The provisions of Articles 24.3, 24.7 and 24.9 (a) 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 25 - GROUP INSURANCE BENEFITS**

- 25.1 The Employer and all regular Full-Time and regular Part-Time employees shall join in the cost of the following group insurance plans:

Medical  
Dental  
Vision Care  
Accidental Death or Dismemberment  
Life Insurance, and  
Long Term Disability

Counsellor Assistants shall not be entitled to the benefits of this Article until such time as he\she is regularly scheduled to work fifteen (15) hours per week, exclusive of night sleep shifts.

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.

- 25.2 Employees shall commence participation in this plan on the 31<sup>st</sup> calendar day of employment.
- 25.3 (a) The total cost of the Medical Plan (which includes vision care) will be divided between Employer and employee on a 65\35 basis. The employee shall pay the full premium cost of the Long Term Disability Plan. Subject to 25.3 (b) the premium costs for each of the remaining plans shall be divided between the employee and Employer on a 50/50 cost sharing basis.
- (b) The dental plan for employees in the Counsellor classification shall be cost shared between the Employer and the employees on a 65/35 basis respectively.
- (c) The long term disability benefit for Permanent Part-time employees shall be based on the employee's FTE designation (i.e. contract hours).
- 25.4 Except as otherwise provided in this Agreement, an employee who is on an unpaid leave of absence, for any reasons, shall be entitled to continue to participate in the group insurance benefits outlined in Article 25.1, provided:
- (a) The plan provider approves the continued participation;
- (b) The employee reimburses the Employer for both the Employer and employee portion of the premiums; and
- (c) The employee's remittance to the Employer for payment of the benefits remains current to within 30 days of the date the Employer is required to remit payment to the plan provider.
- 25.5 The Employer shall provide an employee Assistance Plan (EAP). The cost to the Employer of the EAP shall be funded from the employee's 5/12 share of the premium reduction applicable to the Employer as a result of the *Employment Insurance Act*. In the event that the premium reduction under the *Employment Insurance Act* is no longer available to the Employer or the premium reduction does not fully fund the plan, Article 25.5 shall be re-opened for negotiation by the parties.

## **ARTICLE 26 - GROUP RRSP**

- 26.1 Each permanent employee shall contribute to the Group Registered Retirement Plan (RRSP). The Employer shall match employee contributions to this plan at the rate of five (5%) percent of regular wages, subject to Article 18.4(d). In the absence of direction in writing from the employee the funds will be invested in a daily interest savings account. The Union and the Employer shall agree to rules governing the RRSP plan, copies of which will be available to all employees.
- 26.2 Participation in the Group RRSP is mandatory for all permanent full time and part time employees.

## **ARTICLE 27 - COMPENSATION FOR INJURY ON DUTY**

- 27.1 Employees who have been injured while on duty resulting in a time loss from work shall come off payroll from the date and time of injury and shall immediately apply for Workers' Compensation benefits.
- 27.2 (a) In the event that the employee's claim for Workers' Compensation is not approved, the employee shall be treated as being on regular sick leave which is limited to the existing sick leave credits then available for the employee.
- (b) In the event the employee's claim for Workers' Compensation is approved the Employer will pay the full net pay for the first two (2) days of an injury or accident for which the employee is off for less than five (5) weeks, provided the employee has existing sick leave credits.
- 27.3 Subject to eligibility requirements in the plan policies, employees shall continue participation in the group insurance plan by 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 premium.

## **ARTICLE 28 - DAMAGE TO EMPLOYEE PROPERTY**

- 28.1 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, 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; and damage to an employee's automobile, by the client, which occurs



while transporting the client in the course of the employee's regular job requirements.

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

29.1 N.S.G.E.U. and RRSS shall participate in a Labour Management Committee which shall consist of up to four (4) representatives each of the Union and the Employer. The chairing of meetings shall rotate between the President of the Local and the Executive Director. **Minutes shall be kept of all Labour Management Committee meetings and shall be circulated to committee members for review and approval following the meeting. Upon approval the minutes will be circulated from RRSS Main Office to the homes for viewing by all employees.** It is agreed that a standing agenda item for the meeting shall include discussion of individual house issues and policy implementation issues.

## **ARTICLE 30- SENIORITY**

- 30.1 (a) Seniority lists shall be established by classification 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) These seniority lists will be brought up to date every six (6) months and at each revision will be placed in the union file in each work location during the months of January and July.
- (c) A copy of the seniority lists will be sent to Nova Scotia Government Employees Union.
- 30.2 (a) A full-time employee on the Counsellor or Night Awake Counsellor seniority list who accepts a part-time position shall be credited with their total full-time seniority and placed accordingly on the appropriate Counsellor Assistant or Housekeeper seniority list.
- (b) A part-time employee who accepts a full-time position shall be credited with half their seniority and placed accordingly on the appropriate full-time seniority list.
- (c) A Night Awake Counsellor who accepts a Counsellor position shall be credited with half their seniority and placed accordingly on the Counsellor seniority list.

- (d) A Counsellor who accepts a Night Awake Counsellor position shall be credited with their total full-time seniority and placed accordingly on the Night Awake Counsellor seniority list.
- 30.3 An employee shall only 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 without recall;
  - (c) Being recalled to work and failing to return to the service of the Employer within two (2) weeks of notice of recall, subject to the provisions of Articles 23.5 and 23.6;
  - (d) Discharge, and the employee is not reinstated.
- 30.4 An employee transferred to a position outside the bargaining unit shall retain seniority for a period of thirteen (13) months but shall not accumulate seniority while in the management position. If after thirteen (13) months the employee does not return to the bargaining unit, all seniority shall be lost. The thirteen month period may be extended by mutual agreement of the parties.

## **ARTICLE 31 – DURATION AND RETROACTIVITY**

- 31.1 This agreement shall be in effect for the term beginning April 1, 2012 until March 31, 2015. After March 31, 2015 this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.**
- 31.2 It is agreed that there will be no retroactive effect given to any clause of this contract or matter arising between the parties prior to the signing date except for wages.
- 31.3 Wage increases for the duration of the contract shall be as specified in Appendix “A” and are subject to employees meeting the training standards as set out by the Department of Community Services.

**31.4 Reopener During Term of Agreement**

- (a) The contents of this agreement may be amended at any time by the mutual consent of the parties.
- (b) In the event that one party wishes to amend 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.

**31.5 Members who have left the employment in the bargaining unit between April 1, 2012 and the ratification of this Collective Agreement shall be entitled to full retroactivity of any applicable wage increase. Members will have sixty (60) days from the date of ratification to apply in writing for the retroactive wage increase in order to be eligible for the retroactive payment.**

Signed, Sealed and Delivered in the presence of:	)	REGIONAL RESIDENTIAL SERVICES SOCIETY
	)	
	)	
Dawn Munroe	)	Carol Ann Brennan
Witness	)	Executive Director
	)	
	)	
Dawn Munroe	)	Brenda Dixon
Witness	)	Senior Director
	)	



)  
) NOVA SCOTIA GOVERNMENT  
) & GENERAL EMPLOYEES UNION  
)

)  
) Joan Jessome  
) President, NSGEU  
)

Witness

)  
) David Lawrence  
)

)  
) Natalie Hillier  
)

Witness

)  
) Mary Atwater  
)

)  
) Sarah Hollahan  
)

)  
) Tracey Best  
)

Dated at Halifax, Nova Scotia this 3rd day of July, 2013.

**APPENDIX “A” – Wages & Night Sleep Stipend**

		<u>COUNSELLOR</u>	<u>NIGHT AWAKE COUNSELLOR</u>
<b>April 1, 2012</b>	<b>Annual</b>	<b>37,586</b>	<b>37,586</b>
	<b>Hourly</b>	<b>18.07</b>	<b>18.07</b>
<b>April 1, 2013</b>	<b>Annual</b>	<b>38,542</b>	<b>38,542</b>
	<b>Hourly</b>	<b>18.53</b>	<b>18.53</b>
<b>April 1, 2014</b>	<b>Annual</b>	<b>39,686</b>	<b>39,686</b>
	<b>Hourly</b>	<b>19.08</b>	<b>19.08</b>

COUNSELLOR ASSISTANT

<b>April 1, 2012</b>	<b>18.07</b>
<b>April 1, 2013</b>	<b>18.53</b>
<b>April 1, 2014</b>	<b>19.08</b>

HOUSEKEEPER

<b>April 1, 2012</b>	<b>13.19</b>
<b>April 1, 2013</b>	<b>13.52</b>
<b>April 1, 2014</b>	<b>13.93</b>

1. To be eligible for the above rates, Counsellor Assistants, Counsellors and Night Awake Counsellors must have completed the training standards as set out by the Department of Community Services.
2. The Employer will pay the non-labour costs associated with the acquisition of the training and the employees will contribute their time.
3. Night sleep: Effective the first pay period following the signing of this agreement, an employee working a night sleep shall receive a stipend for the ten (10) hour **shift equivalent to ten times (10x) the Nova Scotia minimum wage rate**. The Night Sleep Shift shall include two (2) active hours and eight (8) sleep hours, all of which will be deemed to be equivalent to four (4) hours work for the purpose of the collective agreement, except where expressly stated otherwise.



## **MEMORANDUM OF UNDERSTANDING #1**

### **Procedure for scheduling vacant shifts**

1. Employees must indicate to the Employer their availability for shifts and the maximum number of hours they would prefer to work in addition to their regular schedule by submitting a completed Employee Availability Form, based on the four (4) week rotating schedule. Employees shall submit one Employee Availability Form to their primary Supervisor.
2. The Employer will rely on the employee's submitted Form for the period indicated on the Employee Availability Form. Changes to the Form must be submitted to the Employer no later than the date indicated on the RRSS Scheduling Summary. Relief will also be required to follow this procedure.
3. (a) The Employer will assign the employees to the vacant shifts in accordance with Paragraph 1 by bargaining unit wide seniority applied on an in-house basis.  
  
(b) Counsellor Assistants and relief staff will have the option of indicating their shift preference in two week blocks on the Employee Availability Form.  
  
(c) Shifts filled in accordance with a) above will be posted on the Schedule.  
  
(d) A shift assigned by the foregoing process shall have the same obligation for the employee to report for work as he/she would for a regularly scheduled shift.
4. For shifts that remain vacant after the posting of the Schedule or subsequently become vacant the Employer in the first instance shall refer to the Employee Availability Forms and offer shifts based on seniority as referenced in Article 3(a). In the event that these shifts have not been signed up for the Employer shall schedule relief staff in whatever manner it deems necessary.
5. Notwithstanding the foregoing, for vacant shifts that must be filled within four (4) business days the Employer shall assign the shift in whatever manner it deems necessary.
6. (a) For the purpose of scheduling the Summer Period, Employee Availability Forms and Schedules shall follow the time frames outlined on the RRSS Scheduling Summary.  
  
(b) For the purpose of scheduling for the Christmas/New Year's period, Employee Availability Forms and Schedules shall follow the time frames outlined on the RRSS Scheduling Summary.



- (c) Vacant shifts posted pursuant to Article 6(a) and (b) will be assigned in accordance with Articles 4 and 5. Shifts assigned through this process shall be incorporated in to future posted schedules.

7. General Guidelines:

- (a) Notwithstanding the foregoing procedures, shifts shall be assigned to an individual who, in the opinion of the Employer, has the necessary skills and ability required to meet the resident's needs. As well, there may be times when resident needs require that consecutive shifts be assigned to one person at one time. In addition, it is recognized that staff may be assigned shifts outside the rotation in order to ensure they obtain the necessary job skills and experience.
- (b) A copy of the Employee Availability Form shall be kept in each house, accessible to staff. The Employer shall maintain records of shifts worked by employees through bi-weekly schedules and time sheets.
- (c) The Employer is not required to schedule an employee to fill a vacant shift if the shift assignment would place the employee in an overtime position.
- (d) Signing up for shifts which will put staff into working double shifts will not be considered for approval in the first instance.

8. For the purpose of this Article, staff will include Counsellor Assistants and relief.

SIGNED at Halifax, Nova Scotia this 3rd day of July, 2013.

**On behalf of the Union:**

Joan Jessome  
President  
Nova Scotia Government & General  
Employees Union

**On behalf of the Employer:**

Carol Ann Brennan  
Executive Director  
Regional Residential Services  
Society

## **MEMORANDUM OF UNDERSTANDING #2**

### **Re: Pension Review Committee**

**The parties agree within (90) days of signing this Collective Agreement to establish a Pension Review Committee.**

**The purpose of the committee is to identify the implications - financial, administrative and legal - of converting from the existing Registered Retirement Savings Plan to a Defined Benefit Pension Plan.**

**The Committee shall consist of no more than three (3) representatives each from the Union and the Employer. The Union's representatives may consist of either or both the Employee Relations Officer and the Pension and Benefits Officer of the NSGEU. The Committee shall be co-chaired and shall meet as required; however, not less than bi-monthly unless agreed otherwise by the co-chairs.**

**The Committee shall report its findings to the parties at least six months prior to the expiration of the current Collective Agreement.**

**For the avoidance of doubt, the Committee's role is limited to a review and report only, and has no authority to bind the Employer in any manner regarding the establishment of a Defined Benefit Pension Plan; and further the Employer's participation in the review in no way commits the Employer to future participation in a Defined Benefit Plan.**

DATED this 3rd day of July, 2013.

Carol Ann Brennan  
Employer

Joan Jessome  
Union

## **MEMORANDUM OF UNDERSTANDING #3**

### **Regional Residential Services Society**

**and**

### **Nova Scotia Government & General Employees Union**

Re: Personal Leave Days – Permanent Full-time Counsellor & Permanent Full-time Night Awake Counsellor

WHEREAS in the 2010 round of bargaining certain amendments to the vacation article resulted in a change of vacation of benefits for many full-time employees;

AND WHEREAS the parties wish to offset the impact of the change for the affected full-time employee group;

NOW THEREFORE THE PARTIES AGREE:

1. This Memorandum of Understanding applies only to each Permanent Full time employee (hereinafter called "Eligible Employee"), in the Counsellor and Night Awake Counsellor classifications, who was in the employ of the Employer on December 3, 2010;
2. Each Eligible Employee shall be granted four (4) paid personal leave days [thirty-two (32) hours] between April 1 and March 31 of each fiscal year and commencing April 1, 2011;
3. Personal leave shall be requested through the normal vacation leave request process, providing reasonable notice to the Employer, and shall be approved subject to operational requirements.
4. There shall be no carryover of personal leave from one year to the next nor shall there be any payout of unused personal leave;
5. Personal leave shall apply only to an Eligible Employee while employed in the Full-time Counsellor/Night Awake Counsellor classification;
6. A list of Eligible Employees will be provided to the Union;
7. This Memorandum of Understanding will be effective April 1, 2011. For the period commencing with the signing of this collective agreement to March 31, 2011, an

Eligible Employee will be covered by Article 19.7 of the 2006-2009 Collective Agreement between the parties.

SIGNED at Halifax, Nova Scotia this 3<sup>rd</sup> day of July 2013.

**On behalf of the Union:**

Joan Jessome  
President  
Nova Scotia Government & General  
Employees Union

**On behalf of the Employer:**

Carol Ann Brennan  
Executive Director  
Regional Residential Services  
Society

**MEMORANDUM OF AGREEMENT**

**REGIONAL RESIDENTIAL SERVICES SOCIETY  
(the "Employer")**

**- and -**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION, LOCAL 66  
(the "Union")**

1. Pursuant to Article 31.4 of the Collective Agreement between the parties, the Employer and the Union agree to amend Article 19 of the Collective Agreement by adding the following provisions to Article 19.1:

19.1(b) For the purpose of Article 19.1(a)(iv) only, a full-time employee who terminates employment and is subsequently rehired to a full-time or part-time position within seven (7) years from date of termination shall have the months of employment accumulated as at date of termination of employment credited toward the employee's service for determination of vacation entitlement.

2. For greater clarity, the foregoing provision shall be incorporated into and form part of the Collective Agreement between the parties which is in effect from April 1, 2012 to March 31, 2015.
3. This agreement shall result in full and final settlement of the policy grievance (service) #P-13-750 dated October 16, 2013.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

UNION:

EMPLOYER:

David Lawrence  
Employee Relations Officer

Carol Ann Brennan  
Executive Director

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**And**

**Regional Residential Services Society (the “Employer”)**

**FEBRUARY HOLIDAY 2017**

**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 20.01 or 20.05 (a) 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 20.01 and 20.05 (a) of the Collective agreement.
3. Qualification for and payment of the Monday, February 20, 2017 holiday shall be administered in accordance with Article 20 – 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.

\_\_\_\_\_  
Regional Residential Services Society

\_\_\_\_\_  
Nova Scotia Government & General Employees Union