

COLLECTIVE AGREEMENT

between the

Canadian Mental Health Association
Nova Scotia Division
(Hereinafter referred to as the "Employer")

and

Nova Scotia Government and General Employees Union
(Hereinafter referred to as the "Union")

Term of Agreement:

April 1, 2020- March 31, 2023

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ARTICLE 1 – INTERPRETATIONS AND DEFINITIONS

1.01 Singularity/Plurality

Throughout this agreement, the plural includes the singular and vice versa, as the context may require.

1.02 Definitions

In this Collective Agreement,

- (a) **“Bargaining Unit”** means all employees of the Canadian Mental Health Association **Nova Scotia Division** excluding those persons excluded by subsection 2 of the Trade Union Act.
- (b) **“Day”** except where otherwise provided, means Monday through Friday excluding holidays.
- (c) **“Employee”** means a person who is included in the bargaining unit.
- (d) **“Regular Full-time employee”** means one hired to work the full time hours of work as defined in this Collective Agreement.
- (e) **“Regular Part-time employee”** means an employee who is hired to work on a regular basis but for less than full-time hours as defined in this Collective Agreement. A part-time employee shall receive the wage rates and applicable benefits on a pro-rata basis according to their paid hours of work, except as otherwise specified herein.
- (f) **“Seniority”** means the length of employment calculated from initial date of hire within the bargaining unit and total accumulation thereafter.
- (g) **“Service”** means the total accumulated months of full-time or part-time employment.
- (h) **“Term employee”** means an employee who is hired to replace an incumbent on an approved leave of absence not to exceed one (1) year, unless extended by mutual agreement between the Union and the Employer. A regular employee who accepts a term appointment within the bargaining unit and such term appointment is concluded, shall return to the employee’s former position and maintain all rights and benefits under the Collective Agreement.
- (i) **“Stipendiary recipients”** are mental health consumers who are not paid an hourly rate and whose employment is part of their programming. Stipendiary recipients are exempt from the payment of union dues and the provisions of this Collective Agreement.

- (j) **“Employer”** means Canadian Mental Health Association – **Nova Scotia Division**.
- (k) **“Spouse”** means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as a spouse. This includes a same-sex partner for the purposes of compassionate or other leaves.
- (l) **“Union”** means the Nova Scotia Government & General Employees Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Recognition

- (a) The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the workforce are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Collective Agreement.
- (b) The Employer reserves the right to delegate any authority under this Collective Agreement.

2.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.

2.03 Referral to Grievance and Arbitration Procedure

Should a question arise as to whether the exercise of management's rights is in conflict with the specific provisions of this Collective Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 3 - UNION RECOGNITION AND APPLICATION

3.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for the employees covered by this Collective Agreement as described by Certification Order No LB-0713 of the Nova Scotia Labour Board.

The Union will provide a copy of the current certification order upon request.

3.02 Application

This Collective Agreement applies to and is binding on the Union, the Employees, and the Employer.

ARTICLE 4 - FUTURE LEGISLATION

4.01 Future Legislation

In the event that any law passed by the Legislature applying to the employees covered by this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions of the Collective Agreement shall remain in effect for the term of the Collective Agreement.

ARTICLE 5 - RIGHTS AND PROHIBITIONS

5.01 No Lockout or Strike

The Employer shall not cause a lockout and an employee shall not strike or participate in a work stoppage of any kind.

ARTICLE 6 - DISCRIMINATION

6.01 No Discrimination for Union Activity

The Union and the Employer agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

6.02 No Discrimination of Human Rights

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on any grounds defined in the Human Rights Act, S.N.S. 1991, c.12, except as authorized by the Human Rights Act, or any other law. These grounds include: age; race; religion; creed; sex; sexual orientation; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

6.03 Sexual and Personal Harassment

- (a) The Employer shall provide and the Union and Employees shall support a workplace free from sexual harassment and personal harassment, as defined in the Employers Harassment Policy and any other harassment based on the protected characteristics set out in Article 6.02. The Employer shall maintain a policy on workplace harassment.

- (b) Cases of harassment shall be a matter for grievance and arbitration. Such Grievances may be filed by the aggrieved employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

6.04 Accommodations of Disabilities

The Employer will consult with the union with respect to the accommodation of disabled employees in the work place.

6.05 Same Sex Family Status

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

ARTICLE 7 - UNION DUES CHECK-OFF

7.01 Deductions

Effective the day of signing of the Collective Agreement the employer will, as a condition of employment, deduct an amount equal to the amount of membership dues or assessments from the biweekly pay of all employees in the bargaining unit.

7.02 Union Determines Deductions

The Union will inform the Employer of the deduction to be made under Article 7.01.

7.03 Remittance

The amount deducted in accordance with article 7.01 shall be remitted on a monthly basis to the Secretary - Treasurer of the Union and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

7.04 Tax Form

For each Employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this article.

7.05 Liability

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

ARTICLE 8 - UNION INFORMATION

8.01 Bulletin Boards

The Employer will provide bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, and news items, social and recreational activities.

8.02 Copies of Collective Agreement

- (a) The Union and the Employer agree to share equally in the cost of reproducing the Collective Agreement.
- (b) The Employer agrees to post an electronic copy of the Collective Agreement on the Employer's intranet, accessible to all employees.
- (c) The Steward or Representative of the Local will provide a printed copy of the Collective Agreement to:
 - (i) each member of the bargaining unit
 - (ii) all new employees who may join the bargaining unit

8.03 The Employer Shall Acquaint New Employees

The employer agrees to inform new employees that a collective agreement is in effect, and that union dues will be deducted from their pay. The employer will notify the Local President or designate that hiring has taken place. Union information will be delivered as in Article 11.04 (d).

ARTICLE 9 – JOB POSTING

9.01 Determination of Need to Fill Position

- (a) Where the Employer determines that:
 - (i) A regular vacancy exists;
 - (ii) A new position is created; or
 - (iii) A temporary vacancy exists as a result of a leave of absence of three (3) months or more;

and the Employer determines that the position is to be filled, a notice shall be posted.

9.02 Posting of Position

- (a) When the Employer determines that a vacancy is to be filled subject to the requirements of this Collective Agreement, a notice shall be posted internally for a period of 10 calendar days.
- (b) The Employer shall provide a copy of the posting to the Union. The notice shall include a brief description of the nature of the position, classification title, fulltime, part-time or term designation and an overview of the skills, abilities and qualifications required. Directions as to applying for the position or obtaining additional information about the position shall be included.

9.03 External Posting

- (a) Only those positions which cannot be filled with a qualified bargaining unit employee through the process cited above will be available to applicants outside the bargaining unit.
- (b) The outside posting for a term or regular position shall be for a minimum of five (5) days following the internal posting period indicated in article 9.02. This shall not preclude the employer from posting the position internally and externally simultaneously.

9.04 Filling Vacancies

- (a) Where two or more employees apply for a position in the bargaining unit, the Employer shall award the position to the senior qualified candidate provided they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.
- (b) Notwithstanding the above, the Employer may award the position to the applicant with the most seniority without conducting interviews.

9.05 Term Employees

Term employees shall not be used to avoid filling regular bargaining unit vacancies.

9.06 Time Limits for Filling Vacancies

- (a) Vacancies in term positions shall be filled within one (1) month of the posting of the term position.
- (b) Vacancies in regular positions shall be posted within one (1) month of the notice of termination, and shall be filled as soon as reasonably possible.

9.07 Return to Former Position

Regular employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of the term.

9.08 Job Competition Grievances

Where the Union grieves the result of a competition, the Employer shall, upon request by the Union, meet with a Union representative to review the number of interviewees without providing their names, the seniority dates of the interviewees, the competition scores without names associated with them, the interview results and the grievor's score. This information shall be kept confidential.

If the Union requests it, the Employer shall provide the Union with a copy of the competition scores without the names associated with them.

ARTICLE 10 – APPOINTMENT AND PROBATION

10.01 Probationary Period

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

10.02 Confirmation of Permanent Appointment

The Employer shall, after an employee has served in a position on a probationary basis as per Article 10.01, confirm the appointment on a permanent basis.

10.03 Termination of Probationary Appointment

- (a) The Employer may terminate a probationary employee at any time with ten (10) days' notice. The reasons for such termination will be given in writing to the employee and the Union not less than 10 days prior to the date of termination.
- (b) Where less notice in writing is given than provided for, employees terminated in accordance with Article 10.03 (a) will continue to receive compensation (that is, pay in lieu of notice) for the number of days prior to the date of termination.
- (c) If the Employer terminates the employee because of willful misconduct or neglect of duty, ten (10) days' notice of termination or pay in lieu need not be given.

10.04 Notification of Appointments and Terminations

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each employee in the bargaining unit within ten (10) days of their occurrence.

10.05 Letter of Appointment

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's job title, pay rate and employment status, including a designation as to the percentage of full-time hours.

10.06 Job Description

Upon hiring, each new Employee will be given a copy of the employee's job description.

Upon request by an Employee, the Employer shall provide the job description outlining the duties and responsibilities assigned to the employee's position.

Review of job descriptions shall be done annually as part of performance review to ensure their accuracy.

10.07 Trial Period

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

ARTICLE 11 - UNION BUSINESS AND RECOGNITION OF STEWARDS

11.01 Leave Without Pay

- (a) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business.
- (b) Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any employee who is granted leave under Article 11.01(a) and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and associated benefits for the period of such leave within a reasonable period of time.

- (c) This does not include time spent as a steward in the workplace or time spent at Labour Management Committee meetings as these duties will be considered time worked.

11.02 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay up to a maximum of 75 hours in total for two representatives of the bargaining unit for the purpose of preparing for and attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

11.03 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved special leave.

11.04 Recognition, Rights and Duties of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or alternate, shall obtain the permission of Employer or designate before leaving work to perform duties as a steward.
- (b) Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the Employer or designate.
- (c) The Employer agrees to inform new employees that a Collective Agreement is in effect and union dues will be deducted.
- (d) The Employer agrees that a union steward will be given the opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes sometime within the first fifteen (15) days of employment for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

11.05 Leave of Absence for Full-time Union President

The parties hereby agree that the following shall apply to an employee who is elected or appointed as the full-time President of the Union:

- (a) An employee who declares an intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring that intention to seek the office of President.
- (b) An employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) to be served.
- (c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purpose of paragraphs (b) and (c), the leave of absence shall commence on July 1 and end on June 30.
- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union within a reasonable time.
- (g) The parties acknowledge that notwithstanding the definition regarding Term Appointments as not exceeding 12 months, the position vacated by the President of the Union will be filled by a term position for whatever period required up to two (2) consecutive Presidential terms.
- (h) Upon expiration, the employee shall be reinstated in the position held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer, at a salary level commensurate with the position previously held. Where no such position is possible, Article 29 (Layoff and Recall) shall apply.
- (i) Notwithstanding paragraph (b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (j) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (k) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, pension plan, and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

- (a) Seniority is defined as the length of continuous employment in a position in the bargaining unit commencing with the employee's most recent date of hire.
- (b) For the purposes of determining seniority for members of the bargaining unit with the same date of hire, seniority shall be determined by a draw in which affected employees are invited to attend.

12.02 Seniority Lists

- (a) The Employer shall maintain a seniority list that shall be posted on January 15th of each year.
- (b) The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that date forward, be recognized and applied properly and reflected on the subsequent list.

12.03 Loss of Seniority

An employee shall lose all accumulated seniority if:

- (a) Discharged for just cause and not reinstated;
- (b) The employee resigns in writing and fails to withdraw as in Article 28.04;
- (c) Laid off for more than two consecutive years without recall;
- (d) Absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer.

ARTICLE 13 – LABOUR MANAGEMENT SAFETY COMMITTEES

13.01 Labour Management Committee

- (a) The Employer and the Union shall maintain a Labour Management and Safety Committee.
- (b) The Committee shall be comprised of an equal number of representatives from both parties to be determined by mutual agreement. The Chairperson of the Committee shall rotate between the Union and the Employer.

(c) **Function of Committee**

The Committee shall concern itself with the following matters:

- (i) Constructive exchange of all activities so that better relations shall exist between the Employer and the employees.
- (ii) Improving services to the public and the general welfare of the employer and its employees.
- (iii) Promoting safety and sanitary practices.
- (iv) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- (v) Correcting conditions causing grievances and misunderstandings.

(d) **Meetings of Committee**

Meetings shall be called as necessary at mutually agreed times at the request of either party but not less than three (3) times per year. Committee members shall receive a notice and agenda of the meeting at least five (5) days in advance of the meeting and at least one member from each of the Union and the Employer shall be present at each meeting.

The meetings shall be during the regular day shift operations and no pay or benefits shall be lost by an employee engaged in this committee.

13.02 New Policies and Existing Regulations

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Employer other than in-camera deliberations, which affect the members of the bargaining unit, shall be forwarded to the President of the Local.

The Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Employer in such a way as to affect employees covered by this Collective Agreement, until such time as the Labour Management Committee has been given a reasonable opportunity to consider and consult with respect to the policy in question.

ARTICLE 14 – GRIEVANCE

14.01 Pre-Grievance Procedure

An employee who feels unjustly treated or aggrieved by any action or inaction by the Employer, shall first discuss the matter with their immediate supervisor no later than ten (10) days after the date on which the employee became aware of the

action or circumstance. The Employer shall answer the dispute in writing within five (5) days of the discussion. The employee may have a Steward or union representative present if so desired.

14.02 Grievance Overview

(a) **Grievance initiation**

When any dispute cannot be settled by the foregoing pre-grievance procedure, it shall be deemed to be a “grievance”, and referred to the Employer in writing.

(b) **Union Approval**

Where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, the employee is not entitled to present the grievance without the approval in writing of the Union or representation by the Union.

(c) **Union Representation**

In any case where the employee presents a grievance in person or in any case in which a hearing is held on a grievance at any level, the employee shall be accompanied by a representative of the Union.

(d) **Meeting Timelines**

In each of the following steps of the grievance procedure, the Employer’s designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

(e) **Time Limits**

Time limits in this grievance procedure are mandatory. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned and cannot be re-opened. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance.

(f) **Amending of Time Limits**

The time limits set out in the grievance procedure or under Article 13 may be extended by mutual consent of the parties to this Collective Agreement.

14.03 Grievance Procedure Step 1

If the employee(s) or the Union is not satisfied with the decision of the Employer under section 13.02 Pre-Grievance Procedure, the employee(s) may within ten (10) days of having received the Employer's written answer, present the grievance in writing to the Employer. Failing satisfactory settlement within five (5) days from the date on which Grievance Procedure Step 1 was submitted, the grievance may be submitted to Grievance Procedure Step 2.

14.04 Grievance Procedure Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Grievance Procedure Step 1, the grievance may be submitted in writing to the Board of Directors accompanied by any proposed settlement of the grievance and any replies at Grievance Procedure Step 1.

The Board of Directors or delegate shall reply to the grievance in writing within five (5) days following the next Board meeting. If no Board meeting is held within thirty (30) days of the date on which the Grievance Procedure Step 2 was submitted, the Union may refer the grievance to Arbitration under Article 15.

14.05 Policy Grievance

Where either party disputes the general application or interpretation of this Collective Agreement, the dispute may be discussed with the Employer's Executive Director, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute shall be filed at Grievance Procedure Step 2 and may be referred to external settlement for resolution pursuant to Article 15. This section shall not apply in cases of individual grievances.

14.06 Referral to External Settlement – Grievance Mediation or Arbitration

Failing satisfactory settlement at Grievance Procedure Step 2 or upon expiration of the Employer's response period referred to in Grievance Procedure Step 2, the Union may refer the grievance external settlement for resolution pursuant to Article 14. The Union must advise the Employer of their intention to refer the grievance further within ten (10) days.

ARTICLE 15 – GRIEVANCE ARBITRATION OR MEDIATION

15.01 Notification to Proceed to Arbitration

After exhausting Article 13 - Grievance Procedure, either party may notify the other party of its intention to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Collective Agreement. Such notice must be given at the earliest possible date but in any case not later than twenty-five (25) days

from the receipt of the reply at Grievance Procedure Step 2, or not later than sixty (60) days in the case of a Policy Grievance.

15.02 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator. The decision of the Arbitrator shall be binding on both parties.

15.03 Arbitration Procedure

The Arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within the maximum of fourteen (14) days of the arbitration taking place.

15.04 Relief Against Time Limits

Time limits are directory and the arbitrator shall be able to overrule a preliminary objection that the time limits have been missed, provided that the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's or Union's position is not significantly prejudiced by the delay.

15.05 Arbitration Award

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An Arbitrator may not alter, modify or amend any part of this Collective Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

15.06 Costs of Arbitration

The Employer and the Union agree to share equally the amounts payable (i.e.; amounts not paid by the Department of Labour and Advanced Education) as levied by the arbitrator for the costs of arbitration.

15.07 Alternatives to Arbitration

The parties may jointly submit the matter to the Department of Labour and Advanced Education's Grievance Mediation Program, or such other mediation option as is agreeable to the parties. It is understood that grievance mediation is a voluntary program and that arbitration remains an option should the grievance remain unresolved after grievance mediation.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

16.01 Entries to Files

Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the employee's personnel file without prior knowledge of the employee affected. The Union shall also be made aware of any formal entry to any employee's personnel file.

16.02 Just Cause

No employee who has completed the probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

16.03 Right to Have Steward Present

An employee shall have the right to have the workplace steward and/or Union representative present at any disciplinary meeting. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee in advance, in order that the employee may contact the steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.

16.04 Notification of Discharge and Suspension Without Pay

When an employee is discharged or suspended without pay, the Employer shall within twenty-four (24) hours notify the employee in writing by registered mail or by personal service, and shall notify the Union by fax, email, or by personal service, stating the reason for the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 2 of the grievance procedure.

16.05 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, adverse reports, and adverse unjustifiable employee evaluations.

ARTICLE 17 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

17.01 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and make written comments on the review form or an addendum to the form. The employee shall be provided

with an opportunity to review the form and make written comments before signing the copy.

The Employer will endeavor to do performance appraisals on a regular annual basis.

17.02 Record of Disciplinary Action

- (a) The Employer agrees not to introduce as evidence involving an employee, in any proceeding, any document from the file of an employee, the contents of which the Employee was not aware at the time of filing.
- (b) An employee who has been subject to disciplinary action other than suspension may, after twelve (12) months of continuous service from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the twelve (12) month period, of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been effected.
- (c) An employee who has been subject to disciplinary suspension may after two (2) years of continuous service from the date the disciplinary suspension was invoked, request in writing that the personnel file be cleared of any record of the disciplinary suspension. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the two (2) year period, of which the employee is aware. The Employer shall confirm in writing to the employee that such action has been effected.

17.03 Personnel File Access

Employees shall have access to their personal files upon reasonable notice. Employees or persons authorized by them in writing shall be entitled to obtain copies of any material on their personal file upon reasonable notice.

ARTICLE 18 – PROFESSIONAL ASSOCIATION MEMBERSHIPS

18.01 Professional Association Membership

The Employer requires that employees eligible for membership in a professional association should join and maintain membership in such an association. Such membership would be subject to provision of Article 33.

ARTICLE 19 – HOURS OF WORK

19.01 Hours of Work

Unless this Collective Agreement provides otherwise, the fulltime hours of work shall be seventy-five (75) hours per bi-weekly period.

- (a) These hours shall be thirty-seven and one-half (37.5) hours per week (Monday to Friday) consisting of five (5), seven point five (7.5) hour shifts exclusive of one (1) designated thirty (30) minute unpaid meal break and inclusive of two (2) designated fifteen (15) minute paid rest breaks per shift.
- (b) Notwithstanding Article 19.01(a), where, because of the operational requirements of the program, an employee must work outside the normal hours of work, such an employee shall not be required to work more than two (2) evenings per week and/or more than two (2) weekend days per month. The requirement to work outside the normal hours of work shall be specified in each employee's letter of agreement at the time of appointment, or may be indicated by the Employer with four (4) weeks' notice.

19.02 Scheduling and Reporting Hours Worked

- (a) All employees will keep their electronic schedule up to date, and the schedule will be visible to other staff based on operational needs as determined by the Employer.
- (b) All employees will submit weekly timesheets for approval by the Employer. The timesheets will be supported by a printout of the electronic schedule showing activities.

19.03 Variation in Hours of Work

Hours of work, including a flexible working hours schedule, which are at variance with the standard hours as stated in article 19.01 may be employed providing there is mutual agreement in writing between the Union and the Employer.

19.04 Return to Regular Times of Work

In the event that a flexible working hours schedule provided for in Article 19.03

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in the cost to the Employer; or
- (c) is operationally impractical for other reasons;

the Employer may require a return to regular times of work, in which case the employees(s) shall be provided with thirty (30) days advance written notice of such requirement.

19.05 Staff Meetings, Activities and Functions

Staff are required to attend regularly scheduled staff meetings and other activities as directed by the Employer. Such meetings, activities and functions are considered to be time worked.

19.06 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article 20.

19.07 Daylight Saving Time

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours.

19.08 Hours of Work for Training Programs

CMHA NS will make available and employees will have the ability to access any established training programs developed by the CMHA NS. Eligibility for specific training should be considered based on criteria established relevant to the employee's current or future work description and must be approved by both the employee's supervisor and the Executive Director.

ARTICLE 20 – MEAL BREAKS AND REST PERIODS

20.01 Meal Breaks

- (a) Unpaid meal breaks shall not be less than thirty (30) minutes, and not more than one (1) hour, except by mutual agreement in writing.
- (b) Should an employee be recalled to duty or precluded from taking a scheduled meal break and the meal break cannot be rescheduled, the difference between the meal break time taken and the originally scheduled meal break, in so far as this difference qualifies as overtime per Article 19 shall be compensated at the applicable overtime rate.

20.02 Rest Periods

- (a) The Employer shall schedule two (2) paid rest periods of fifteen (15) minutes during each scheduled shift. Should an employee be recalled to duty or

precluded from taking a scheduled rest period, and the rest period cannot be rescheduled, the originally scheduled rest period shall be compensated at the applicable overtime rate.

- (b) This does not preclude other arrangements acceptable to both the Employer and the employee(s), in variance to the foregoing.

20.03 Recall from Meal Breaks and Rest Periods

- (a) Should an employee be recalled to duty during the designated meal break as provided in Article 20.01 and the entire meal break cannot be rescheduled during the shift, the meal break shall be compensated for at the applicable overtime rate set out in Article 21.
- (c) Should an employee be recalled to duty during the time provided in Article 20.02, other than during the designated meal break, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 21.

20.04 Proration of Rest Periods

Proration of rest periods for non-standard hours of work shall be as follows.

- (a) 4-5 hours 15 minutes
- (b) 5-6 hours 20 minutes
- (c) 6-7 hours 25 minutes
- (d) 7-7.5 hours 30 minutes

ARTICLE 21 – OVERTIME

21.01 Definitions

- (a) “overtime” means authorized work in excess of an employee's regular hours.
- (b) “time and one-half” means one and one-half (1 ½) times the straight time rate

21.02 Allocation and Notice of Overtime

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement.

21.03 Union Consultation

The Union is entitled to consult the Employer or its representative, whenever it is alleged that employees are required to work unreasonable amounts of overtime.

21.04 Overtime Compensation

Time worked in addition to the regular scheduled shifts or time worked in a biweekly pay period that is in excess of the bi-weekly hours shall be compensated at the rate of one and one half (1½) times the regular hourly rate for the overtime worked.

21.05 Overtime Meal Allowance

An employee, who is required to work a minimum of three (3) hours' overtime immediately following their scheduled hours of work and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to their place of work. Under such conditions the employee will receive reimbursement in the amount of \$15.00 through the expense claim process.

21.06 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, and with the approval of the Employer, or its representative, overtime may be granted in the form of time off in lieu of overtime hours worked.

21.07 Time Off in Lieu of Overtime

Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second (2nd) calendar month immediately following the month in which the overtime was worked, the employee shall meet with the

Employer to plan how these hours will be used within an agreed upon time frame. Failure to reach an agreed upon time will result in the hours being paid out.

21.08 Carry Over of Overtime

Notwithstanding Article 19.07, an employee may request to have accumulated overtime carried over for a maximum of six (6) months. Such a request shall not

be unreasonably denied. If time off with pay in lieu of overtime hours has not been granted prior to the end of this time, compensation for overtime shall be paid.

21.09 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 19 in order to equalize any overtime worked.

21.10 Call-In

- (a) An employee required to report back to work after leaving the premises of the work location following completion of a shift, but before the commencement of the next shift or called back to work on a day the employee is not scheduled to work, except as required under Article 19 shall be granted a minimum of four (4) hours pay at straight time rates or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay shall not apply to part-time employees who are offered additional hours for a period of less than four (4) hours.
- (b) An employee on the Employer's premises prior to the commencement of their shift, who is requested to begin work by the Employer, shall be eligible for overtime rates for that period of time before their actual shift is scheduled to begin.

21.11 Compensation for Performing Other Duties

When an employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of their regular classification, they will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but shall in no case be paid a rate lower than her regular overtime rate.

ARTICLE 22 - PAID HOLIDAYS

22.01 Definition of Paid Holiday

The twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Collective Agreement for which full salary shall be paid to full-time employees and salary paid to part-time employees shall be on a prorated basis.

22.02 Paid Holidays

Employees shall be granted the following paid holidays:

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

22.03 Accommodation for Non-Christian Religions

Employees who are members of non-Christian religions are entitled to up to three (3) days leave of absence without loss of pay or benefits per calendar year to observe spiritual or holy days. This shall be accomplished by the employee's using compensatory time.

22.04 Qualification for Paid Holiday Benefit

In order that an employee may qualify for holiday benefits, such employee must have worked their scheduled shift prior to and the next scheduled shift following the holiday or have been on paid leave on either or both of those scheduled shifts. An employee absent on a holiday because of a bona fide illness or injury shall be eligible for the holiday benefits.

22.05 Holiday Falling on Day of Rest

When a day designated as a holiday coincides with an employee's day of rest, the Employer shall grant the holiday, with pay, the working day immediately prior to or following the affected day of rest.

22.06 Holiday Coinciding with Paid Leave

When a day that is a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

22.07 Holiday Coinciding with Vacation

If a paid holiday falls during the vacation of a full-time employee, the employee shall receive the holiday off on that calendar day with no loss of vacation credits.

ARTICLE 23 - VACATION

23.01 Annual Vacation Entitlement

- a) An employee shall be entitled to receive annual vacation leave with pay:
 - (i) each year during the first sixty (60) months of service at the rate of one and one-quarter ($1 \frac{1}{4}$) days for each month of service; and
 - (ii) each year after sixty (60) months of service at the rate of one and two thirds ($1 \frac{2}{3}$) days for each month of service; and
 - (iii) each year after one hundred and twenty (120) months of service at the rate of two and one-twelfth ($2 \frac{1}{12}$) days for each month of service
 - (iv) each year after one hundred and eighty (180) at the rate of two and one-half ($2 - \frac{1}{2}$) days for each month of service.

23.02 Vacation Year

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

23.03 Vacation Scheduling

- (a) Except as otherwise provided in this Collective Agreement, an employee's entitlement to vacation leave with pay shall be used within the year in which it is earned and up to March 31st of the following year.
- (b) Written vacation requests must be submitted by February 15th to be considered by seniority. Response of such requests shall be provided in writing by March 1st.
- (c) Where a conflict arises between the requested vacation period of two or more employees, the conflict will be resolved on the basis of seniority, provided the requests in question have been made in accordance within the applicable time frames.
- (d) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of seniority.
- (e) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees by seniority, to those who may have requested the leave but

were denied the leave for their request submitted before February 15th. Any additional vacation shall be granted on a first come, first serve basis.

- (f) By mutual agreement between the employer and employee, vacation days may be granted at times other than scheduled in accordance with this article.

23.04 Employee Request

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the employee's written request, the Employer or delegated official shall reply within five (5) business days and:

- (a) give the reason for denial; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

23.05 Unbroken Vacation

Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee the request to enjoy vacation entitlement in a single unbroken period of leave.

23.06 Vacation Carryover

Up to five (5) days' vacation leave may, with the consent of the Employer, be carried over beyond March 31 of the following year. Requests for carryover entitlement shall be made in writing by the employee to the Employer not later than February 15th of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within two (2) days of receiving an employee's request.

An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

23.07 Illness During Vacation

If an employee becomes ill during a period of vacation time and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee shall be granted sick leave, and vacation credit restored to the extent of the sick leave. The Employer may request a doctor's certificate in this case.

23.08 Borrowing of Unearned Vacation Credits

With the approval of the Employer, an employee who has been employed for a period of two (2) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

23.09 Vacation Records

An employee is entitled to be informed, upon request, of the balance of their vacation leave.

23.10 Recall from Vacation

The Employer will not recall an employee to duty after the employee has proceeded on vacation leave or cancel vacation once it has been approved.

ARTICLE 24 – SICK LEAVE / MEDICAL APPOINTMENTS

24.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and shall be payable from the first day of illness.

Family Illness is covered under Article 25.01

24.02 Medical Appointments

Medical appointments are defined as the period of time to engage in and facilitate the Employee's personal preventative, medical, or dental care. Employees shall advise their immediate supervisor when upon becoming aware of the need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied provided the employee has sick leave credits.

24.03 Paid Sick Leave Accrual

Sick leave for full-time employees is earned at the rate of one and one-half (1.5) days for each completed month of service. Part-time employees will earn sick leave prorated to full time equivalent. Hours of sick leave will not accumulate during periods of absence due to illness, injury or other approved leaves.

24.04 Maximum Accumulation of Sick Leave

In recognition of service, a balance of unused sick days may be carried forward into a new fiscal year. This balance shall include unused time from the previous fiscal year and shall not exceed ninety (90) days.

24.05 Deduction of Sick Leave Credits

- (a) A deduction shall be made from accumulated sick leave of all working days absent for sick leave and/or appointments as defined under Article 24.01 and 24.02.
- (b) The maximum paid sick leave to be taken in any fiscal year will not exceed forty (40) days or three hundred (300) hours.

24.06 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Collective Agreement, the Employer and the Union agree to cooperate in encouraging employees with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

24.07 Confidentiality of Health Information

All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this Collective Agreement or as authorized by law.

24.08 Report of Injuries

An employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of their duties to their immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

24.09 Payment for Certificates and Examinations

Where, pursuant to this Collective Agreement, an employee is required to submit a medical certificate or report for any period of absence for which sick leave is claimed, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations, medical certification forms, or reports.

ARTICLE 25 - LEAVES OF ABSENCE

25.01 Family Leave

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one half (37.5) hours per annum, (pro-rated for part-time employees), debited against sick leave credits in order to attend to emergencies where a member of the employee's immediate family, as defined in Article 25.05(a), who has become ill or disabled, where the employee's personal attention is required and which could not be serviced by others or attended to by the employee outside of their assigned shifts.

25.02 Mental Health Wellness Day

An employee who has completed their probationary period shall be granted **six (6) Mental Health and Wellness Days** per fiscal year on the day of their choosing provided operational requirements permit and reasonable notice of such leave is given. **One (1) Mental Health and Wellness Day must be scheduled every two (2) calendar months.**

Mental Health and Wellness Days are scheduled days off work that are in addition to days off work detailed elsewhere in this agreement.

25.03 Special Leave

An employee may request leave of absence without pay and without loss of seniority for good and sufficient cause. Such a request shall be in writing supported by the reason for the leave and approved by the Employer subject to operational requirements.

25.04 Combination of Leaves

Any combination of leaves in conjunction with vacation shall be co-ordinated with the Employer and shall take into consideration the ongoing programming and servicing needs of the Employer.

25.05 Bereavement Leave

- (a) In the event of a death of immediate family member (generally considered to include: spouse, common-law spouse, child, parent or parent-in-law, sibling, Legal Guardian, or a person for whom the employee is a Guardian), the employee will be granted five (5) consecutive days paid bereavement leave commencing on the day following the day of the death of the family member with up to two (2) additional paid days for travel, if necessary.
- (b) If a death occurs in the immediate family of an employee when the employee is at work, the employee shall be granted the remainder of the

work day with pay in addition to the provisions above.

- (c) Every employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a colleague.
- (d) All bereavement leave is subject to the provision that proper notification is made to the Employer.
- (e) The Employer may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Employer for the death of persons other than the aforementioned family members.
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave, and be credited the appropriate number of days to vacation or sick leave credits.
- (g) In the event that the funeral for any of the persons listed in Article 25.05(a) does not take place within the period of bereavement leave, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.

25.06 Labour Standards Code Leave

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

These include:

- (a) Pregnancy Leave
- (b) Parental Leave
- (c) Compassionate Care Leave

25.07 Court Leave

Leave of absence with pay shall be given to every employee who is required to serve on a jury or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding (including arbitration) authorized by law to compel the attendance of witnesses before it. This provision does not apply to an employee on an unpaid Leave of Absence, except for work-related proceedings.

25.08 Jury Compensation

Any employee given leave of absence with pay to serve on a jury pursuant to Article 25.07 shall be paid regular salary, less deductions for any indemnity paid by the court exclusive of payments for travel, meals, or other expenses for all hours the employee would be normally scheduled to work during the period the employee is required to report for jury duty.

25.09 Leave for Storms or Hazardous Conditions

- (a) If the Employer determines that the agency will be closed for a pending storm or hazardous weather conditions, the employees shall suffer no loss of pay or benefits. Where possible, employees are expected to prepare to work from home.
- (b) The Employer will notify all employees of the closure at least one (1) hour before the start of the work day.
- (c) Time lost by an employee as a result of lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.

Notwithstanding 25.09(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 25.09(b)(i), (ii), or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the Employer that every reasonable effort has been made by the employee to arrive at work at the scheduled time.

25.10 Professional Development / Education Leave

Subject to operational requirements, the Employer agrees to allocate educational leave on an equitable basis among readily available qualified employees.

- (a) At the Employer's discretion, the Employer may grant a leave of absence for an educational leave which may be fully subsidized, partially subsidized or granted with no financial assistance.

- (b) When an employee is required by the Employer to attend an education program during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay.
- (c) When an employee is required by the Employer to attend courses outside the employee's regularly scheduled working hours, the employee shall be compensated with time off or pay on an hour for hour basis for time spent in attendance on such course.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

25.11 Emergency Leave

Two days (2) with pay per annum may be granted to an employee in emergency or other extenuating circumstances of a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 25.09) which requires the employee's personal attention which could not be serviced by others or attended to by the employee outside of their assigned shift.

Additional time off, with or without pay, may be granted as necessary by the Executive Director.

25.12 Domestic Violence Leave

- (a) **Employees or employees who have children under eighteen (18) years who are experiencing domestic violence, shall be entitled to a ten (10) day leave of absence to attend to matters directly related to the domestic violence. Such time may be taken continuously or intermittently in days or hours, as needed. Upon request, up to five (5) days per year, shall be paid by the Employer. An employee may end this leave early by giving as much notice as is reasonably possible.**
- (b) **Employees or employees who have children under eighteen (18) years who are experiencing domestic violence, shall be entitled up to sixteen (16) consecutive weeks of an unpaid leave of absence. To end the longer leave early, the employee must give the Employer written notice of at least 14 days before the employee wishes to end the leave, or as much notice as possible.**
- (c) **Such employees shall be returned to their regular position at the end of their leave.**

- (d) The employee will provide as much notice as reasonably possibly of the leave. The employer may ask the employee to provide a form developed by the Labour Standards Division to support the employee's entitlement to domestic violence leave. It is an employer's choice whether to require the employee to provide this form to the employer. An employee can obtain the form online or by contacting the Labour Standards Division.
- (e) To qualify for domestic violence leave, the employee must have worked with the employer for at least three months.
- (f) The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Occupational Health and Safety Act

The Employer and the Union recognize that under the Occupational Health and Safety Act, S.N.S. 1996, c7 (the Act), the Employer and employees share the responsibility for the health and safety of persons at the workplace. Any breach of the Employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

26.02 Health and Safety of Employees

The Employer shall make all reasonable provisions for the occupational safety and health of employees. The Employer will consider suggestions on the subject from the Union.

26.03 Training

In the interest of the occupational safety and health of employees, the employee will have the opportunity to obtain and re-certify upon expiration the following courses:

- (a) First Aid/CPR
- (b) Occupational health and safety certification
- (c) Non-violent crisis intervention training
- (d) ASIST (Applied Suicide Intervention Skills Training)
- (e) Mental Health First Aid

ARTICLE 27 – GROUP BENEFITS AND PENSION

27.01 Group Benefits

- (a) The Employer will continue to offer to all employees a group insurance and medical/dental benefit plan as exists at the coming into force of this Collective Agreement unless amended by mutual consent.
- (b) Participation in the group insurance benefits package is a condition of employment. Employees covered by another plan may sign a waiver for the dental and/or medical coverage.
- (c) Eligibility for the group insurance benefits package becomes effective after three (3) months of employment.
- (d) The eligibility requirements, benefits and cost-sharing arrangement between an employee and the Employer are those specifically stated under the applicable insurance contracts.
- (e) The Employer will hold the position of an employee who is in receipt of LTD benefits for a period of two years from the start of the absence unless the Employer determines in the meantime on the basis of medical documentation that the employee will not be returning to work. After that two-year period, and when an employee is able to return to work, the employee will be placed on the recall list for a two-year period.

27.02 Pension Plan

The Employer will continue to participate with the employees in the individual RRSP Pension Plan which existed at the coming into force of this agreement. All Regular Employees shall be eligible to participate.

ARTICLE 28 – RESIGNATION / RETIREMENT

28.01 Notice of Resignation

An employee desiring to terminate employment shall give a minimum notice of ten (10) working days in writing to the Employer. However, the Employer may accept a shorter period of time. The Employer shall acknowledge the resignation in writing.

28.02 Compensation for Entitlements

All employees shall be compensated for salary, overtime, and vacation entitlements not taken up to the date of termination, provided all recording is determined by the Employer to be complete and up to date.

28.03 Compensation for Employer

Employees shall compensate the Employer if the above entitlements have been taken in excess.

28.04 Withdrawal of Resignation

An employee, who has terminated employment through resignation, may withdraw such resignation within three (3) days of the time it was submitted to the Employer.

28.05 Retirement Notice

Three months advance written notice of retirement will be provided by an Employee where possible. Failure to provide such notice may result in delays in processing the necessary documentation by the Employer.

ARTICLE 29 - LAYOFF AND RECALL

29.01 Layoff

Employees shall only be laid off because of reorganization, lack of work or lack of funds, provided that the Employer makes every reasonable effort to secure funding.

29.02 Union Consultation

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an employee(s).

29.03 Layoff Procedure

Employees shall be laid off in reverse order of seniority.

29.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off.

- (c) Notwithstanding 29.04 (b), where a layoff is a result of abrupt cessation of funding, the Employer will give as much notice as possible to the Union and to the employee (s) who is/are to be laid off, with no less than 10 days notice.

29.05 Recall

- (a) Employees who are laid off shall be placed on the recall list.
- (b) Employees shall be recalled in reverse order of layoff.
- (c) Employees on the recall list shall be given first option in order of seniority of filling any vacancy (-ies), providing they possess the necessary qualifications, skills and abilities reflecting the functions of the vacancy.
- (d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of the employee's same position classification title in which event the employee will be struck from the recall list. However, an employee's refusal to accept recall to the same position classification title at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which they are employed elsewhere.
- (e) An employee shall be notified of the opportunity for recall in the most expeditious manner possible. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
- (f) The employee shall indicate to the Employer within forty-eight (48) hours of receipt of the recall notice, the employee's intention to accept or decline the recall. Acceptance of this offer by telephone, email, or in person is considered acceptable. Failure to notify the Employer shall be deemed a resignation. If the employee accepts the recall the employee must be available to return to the Employer within two (2) weeks of the notice of recall.

29.06 Termination of Recall rights

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

ARTICLE 30 - PRESERVATION OF BARGAINING UNIT WORK

The Employer agrees not to hire persons outside the bargaining unit to perform the same or similar work as employees in the bargaining unit.

ARTICLE 31 - NO CONTRACTING OUT

31.01 No Contracting Out

- (a) The Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, without first offering it to bargaining unit members in order of seniority.
- (b) Furthermore, the Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, to avoid filling regular or term bargaining unit vacancies.

ARTICLE 32 – PAY

32.01 Pay

The rates of pay as set out in Appendix A shall form part of this Collective Agreement.

32.02 Pay days

Employees shall be paid bi-weekly.

32.03 Itemized Record

On the Monday prior to each payday, employees shall be provided with an itemized record of wages, overtime, other pay and deductions.

32.04 Time Banks

Prior to the first pay of every month employees shall be provided the balance of their Vacation, Holiday, Lieu Time, and Sick banks.

32.05 Acting Pay

Where an Employee is designated by the Executive Director to perform for a temporary period of two (2) or more consecutive days, the principal duties of a higher position, they shall receive the rate for that classification.

ARTICLE 33 – STAFF EXPENSES

33.01 Staff expenses

Staff expenses are all expenses incurred by staff related to the carrying out of job

responsibilities and agreed upon by the Employer and employees. This can include, but is not limited to mileage at the rate paid by the provincial government, meals, parking, bridge fare, and miscellaneous items as per the board policy.

Meal allowances, with receipts, will be reimbursed at the following rates;

Breakfast	\$8
Lunch	\$15
Supper	\$20

33.02 Reimbursement of Expenses

Provided proper documentation is submitted to the Employer no later than the end of the month of the date the expenses were incurred, all staff expenses will be reimbursed within two (2) weeks.

33.03 Conferences

When an employee is expected to travel to a conference or educational opportunity, upon request from an Employee, the Employer will advance the Employee the expected costs associated with the travel. Such request is to be made 2 weeks in advance of departure, although the Employer will attempt to accommodate shorter time frames. Verification of actual costs is to be submitted by the Employee within 2 weeks of returning from the event.

ARTICLE 34 - AMENDMENT

34.01 Amendment

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

ARTICLE 35 - SUCCESSOR RIGHTS

35.01 Successor Rights

Where the Employer sells or transfers its business within the meaning of Section 31 of the Trade Union Act:

- (a) The employment of all employees in the bargaining unit shall continue without break or interruption;
- (b) All periods of employment recognized as service by the Employer shall be deemed service with the successor employer for all purposes and all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale;
- (c) The successor employer shall be bound by all accrued rights or other rights

of employees arising under the Collective Agreement prior to the sale or transfer; and

- (d) The successor employer shall be bound by the Collective Agreement.

ARTICLE 36 – TERMS OF AGREEMENT

36.01 Terms of Agreement


This Collective Agreement shall be in effect for a term beginning from April 1st, 2020 and ending March 31st, 2023. After March 31st, 2023 this agreement shall be automatically renewed for successive periods of twelve months unless either party request the negotiation of a new agreement by giving written notice to the other party within the two month period preceding the date of expiration of this agreement or any renewal thereof. Wages increases and adjustments are retroactive to April 1st, 2020. All other articles of this agreement, unless otherwise specified, are effective upon ratification of this Collective Agreement.

36.02 Eligibility for Retroactive Pay


All persons who are employees as of the date of ratification are eligible for retroactive pay as indicated under article 36.01 and Appendix A, including those on approved leave.

Signed on behalf of the Employer:


Karn Nichols, Executive Director


Rod Wilson, Board Chair

Signed on behalf of the Union:


Jason MacLean, President


Brandon Rose, Chief Negotiator


Tracy Hiltz, NSGEU Bargaining Member

DATED this 14 day of July, 2021.

The parties recognize that this contract has been signed on unceded Mi'kmaq territory.

MEMORANDUM OF AGREEMENT #1

Classification Review, Classification, Reclassification & Salary Adjustments

Section A

In recognition of the fact at the time the Collective Agreement was negotiated, CMHA NS was undergoing a period of significant change, in that:

- (a) It was recruiting a new Executive Director,**
- (b) It intended to undertake a review of non-unionized positions and classifications; and**
- (c) It intended undertake a review of employee benefits.**

Therefore:

- (d) the positions covered by the agreement will be included in an organizational and classification review, which will include consideration of benefits and compensation; the result of which will enable a proper evaluation and comparison of positions within the organization;**
- (e) any economic increases applicable to certain positions, approved during the life of the agreement, will be applicable to similar positions, regardless if they are unionized or non-unionized; and**
- (f) the positions and rates of pay listed in Appendix A, unless changed by the review, are applicable for the life of the agreement.**

Upon completion of the review process described in this MOA, should the pay rates applicable to the above-listed classifications/positions decrease, employees who would otherwise incur a salary reduction shall be granted present incumbent only (PIO) status. Such employees shall be maintained at the rate of pay of their classification/position and only be adjusted by general economic increases so long as they remain in their current position.

Section B

The Union will have the opportunity to participate in the organizational review process in the following ways:

- (a) the Union will be provided an initial brief on the scope, breadth, and depth;**
- (b) the Union will be provided copies of any official interim reports;**
- (c) the Union will be provided copy of any final report and attend any final**

meetings; and

- (d) the Union will have the opportunity to submit a written reply on the any interim or final report, before the matter is finalized.

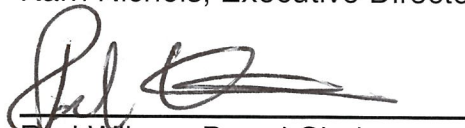
Section C

Subsequent to the classification review referenced above:

- (a) When a new classification or a classification is introduced or when an existing classification has been substantially altered during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective from the date the Employee commenced employment in the new position or from the date the Employee submitted to the Employer a written request based on substantial alteration pursuant to this MOA.


Signed on behalf of the Employer:


Kari Nichols, Executive Director


Rod Wilson, Board Chair

Signed on behalf of the Union:


Jason MacLean, President


Brandon Rose, Chief Negotiator


Tracy Hiltz, NSGEU Bargaining Member

DATED this 14 day of July, 2021.

MEMORANDUM OF AGREEMENT #2

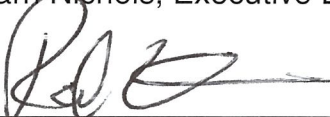
Scope of Duties

Over the coming fiscal year and going forward, employees will be entrusted to fulfill their full scope of duties in accordance with their job descriptions.

Signed on behalf of the Employer:



Karn Nichols, Executive Director



Rod Wilson, Board Chair

Signed on behalf of the Union:



Jason MacLean, President



Brandon Rose, Chief Negotiator



Tracy Hiltz, NSGEU Bargaining Member


DATED this 14 day of July, 2021.

MEMORANDUM OF AGREEMENT #3

Professional Development


The Employer and the Union agree to a standing agenda item on the Labour Management and Safety Committee to discuss, review and develop professional development opportunities.

Signed on behalf of the Employer:


Karn Nichols, Executive Director


Rod Wilson, Board Chair

Signed on behalf of the Union:


Jason MacLean, President


Brandon Rose, Chief Negotiator


Tracy Hiltz, NSGEU Bargaining Member

DATED this 14 day of July, 2021.

MEMORANDUM OF AGREEMENT #4

Review of Benefits Plan

The Employer and the Union agree to a standing agenda item on the Labour Management and Safety Committee to review the existing benefit plan.

Signed on behalf of the Employer:


Karn Nichols, Executive Director


Rod Wilson, Board Chair

Signed on behalf of the Union:


Jason MacLean, President


Brandon Rose, Chief Negotiator


Tracy Hiltz, NSGEU Bargaining Member

DATED this 14 day of July, 2021.

APPENDIX A- PAY PLAN

Classification	Hourly Rate April 1, 2020	Annualized Rate April 1, 2020
Team Lead	\$ 25.64	\$ 50,028.96
Employment Support Worker	\$ 23.09	\$ 45,030.42
Housing Support Worker	\$ 23.09	\$ 45,030.42

The rates of pay listed above are subject to the Classification Review described in MOA #1.