

Collective Agreement  
Between  
Victoria Park Guest House Inc  
(Hereinafter referred to as the  
“Employer”)

And

Nova Scotia Government & General  
Employees Union Local 111B  
(Hereinafter referred to as the “Union”)  
Expiry Date: March 31, 2023

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## ARTICLE 1 – DEFINITIONS

- 1.01 (a) “Bargaining Unit” or “Local Union” means all Employees employed by the Employer who are members of NSGEU Local 111 (b).
- (b) “Business Day” means Monday to Friday of each week but excluding paid holidays pursuant to Article 20.01.
- (c) “Casual Worker” is one hired for temporary additional workload or to replace a bargaining unit member, subject to Article 1.01 (l)(ii). A Casual Worker is one who is not a Permanent Employee, Probationary Employee, or Term Employee. A Casual Worker is not a member of the Bargaining Unit and shall not be covered by the provisions of the Collective Agreement.
- (d) “Classification” means the position an Employee holds as outlined in Appendix A.
- (e) “Day” means a period of eight (8) hours for the purposes of calculating leave benefits, unless specified otherwise in a particular article.
- (f) “Employee” shall mean a Probationary, Permanent Full-time or Permanent Part-time one, except for Appendix B where it shall mean a Term Employee. An Employee is included in the bargaining unit
- (g) “Employer” means **Victoria Park Guest House Inc.**
- (h) A “Permanent Full-time Employee” means one who occupies a permanent position in the Bargaining Unit, has completed the probationary period and who is scheduled to work the standard hours of work designated in Article 14 on a regularly scheduled, recurring, and continuing basis.
- (i) A “Permanent Part-time Employee” means one who occupies a permanent position in the Bargaining Unit, has completed the probationary period and who is scheduled to work contracted hours less than the standard hours designated in Article 14 on a regularly scheduled, recurring and continuing basis. Permanent Part-time Employees shall be entitled to the benefits of this collective agreement on a pro-rata basis, except as expressly provided otherwise.
- (j) “Probationary Employee” is one appointed to a permanent full-time or permanent part-time position but has not completed the probationary period as set out in Article 10.01. The Probationary Employee shall be covered by all provisions of the collective agreement, except as expressly provided otherwise.
- (k) “Seniority” means the length of continuous employment from date of hire to a Bargaining Unit position as calculated in accordance with Article 30.
- (l) (i) A Term Employee is one hired from outside the Bargaining Unit to fill a term position. A Term Employee is a member of the Bargaining Unit while working in the term position and is covered only by those provisions of the Collective Agreement outlined in Appendix B.

- (ii) Term Position is one that will be vacant for a specified period of time exceeding three (3) months but not to exceed seventy-seven (77) weeks due to the absence of a Permanent Employee or for temporary additional work. The seventy-seven (77) week period may be extended by mutual agreement of the parties.
  - (iii) For greater clarity, a Permanent Employee working in a Term Position shall maintain their permanent status and coverage under the Collective Agreement.
- (m) "Union" means the Nova Scotia Government and General Employees.

1.02 Unless any provision in this Agreement otherwise specified, the plural includes the singular, and vice versa as the context may require.

1.03 The Union and the Employer support the right to gender expression; therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and where the context permits and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article

## **ARTICLE 2 - RECOGNITION and NEW CLASSIFICATIONS**

2.01 The Employer recognizes the Union as sole bargaining agent for Employees of Victoria Park Guest House Inc. who are employed at Victoria Park Guest House and Hants Community Homes in Windsor, NS but excluding Casual Workers, Supervisor and those persons excluded by section 2(2) of the *Trade Union Act*.

2.02 Notwithstanding Article 2.01, the parties agree that for the life of this agreement, the Supervisor is a management position but may be scheduled to perform bargaining unit work on a regular basis up to forty percent (40) of a permanent full time position.

2.03 Subject to Article 2.02, persons whose jobs are not in the Bargaining Unit shall not perform bargaining unit work to the extent that such work results directly in the layoff or reduction of contracted hours of a Bargaining Unit Employee.

2.04 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.

2.05 New Classification

- (a) When a new classification is established, the Employer will provide the Union with a position description for the new classification setting out the bundle of duties for that classification.
- (b) If it is agreed that the new classification will be a bargaining unit position, the pay rate shall be as negotiated between the parties. In the event the parties are unable to agree on the pay rate, and in the absence of a provincial comparator as provided by

the Department of Community Service (Hants Community Homes) or the Department of Health and Wellness (Victoria Park Guest House), the position will be submitted to a job evaluation system for pay rate determination.

- (c) If the parties are unable to agree on the new classification being included in the bargaining unit, the matter will be referred to the Nova Scotia Labour Relations Board for resolution.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The management and direction of Employees, operations and services is vested exclusively in the Employer. 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.

Nothing in this Agreement shall be deemed to restrict management in any way in the performance of all functions of management, except those specifically abridged or modified by this Agreement.

- 3.02 The Employer, the Union, and all Employees agree to co-operate in enforcing health, safety, and other regulations.
- 3.03 The Employer agrees that its rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 3.04 The Employer reserves the right to delegate its authority in any manner it sees fit under this Agreement.

### **ARTICLE 4 – DISCRIMINATION**

- 4.01 **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*.**

- 4.02 (a) Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment.
- (b) The Employer, in consultation with the Union, shall establish a harassment policy.
- (c) The Union may file a grievance where it is alleged the Employer has failed to follow the harassment policy.

- 4.03 Same Sex Family Status

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

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

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

- 5.01 The employer shall not cause a lockout and an employee shall not strike during the term of this agreement.
- 5.02 The words “strike” and “lockout” shall be as defined in the *Trade Union Act*.

## **ARTICLE 6 - UNION ACTIVITY**

- 6.01 The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of management personnel to the NSGEU.
- 6.02 On request of the Union with at least two (2) weeks’ notice where possible, and where operational requirements permit, leave of absence without loss of pay or benefits may be granted for Employees to attend to Union business.

### **6.03 Negotiating Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than two (2) Employees, and will recognize and deal with the said Committee with respect to negotiations for a renewal of this Agreement. Time off for negotiations shall be subject to operational requirements.

- 6.04 The Employer will continue the wages and benefits of the Employees. The Union will reimburse the Employer for all costs related to the wages and benefits of the Employee granted time off in accordance with Articles 6.02 and 6.03
- 6.05 (a) Subject to operational requirements, Bargaining Unit representatives may be entitled to leave their work during working hours in order to carry out their functions as specified in Articles 11 and 24 of this Agreement. The Employer will schedule business with the Bargaining Unit representative at the Employer’s office, subject to availability. Permission to leave work during working hours for such purposes shall be first obtained from the manager or designate.
- (b) Except as set out in 6.05(a), no Union activity or business shall be permitted in the homes or apartments operated by the Employer.
- (c) When a steward is required to attend a formal grievance meeting during non-working hours because there is no other steward available, the steward shall receive time off in lieu equivalent to time spent at the meeting, based on fifteen (15) minute increments, at a time mutually agreed between the Employer and Employee.

### **6.06 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 intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the intention to seek the office of the President.
- (b) An Employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) to be served.
- (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 and benefits shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of the term of office, the Employee shall be reinstated to the same or equivalent position 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 the leave commences.
- (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-certifications.

## **ARTICLE 7 – CHECKOFF**

- 7.01 The Employer will deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees in the Bargaining Unit. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.
- 7.02 The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.



- 7.03 The amounts deducted from the pay of the Employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the NSGEU by the 15<sup>th</sup> of the month following the month the dues were deducted and shall be accompanied by particulars identifying each Employee and the deductions made. The Employer shall advise the Union of any extended unpaid leaves of absence or terminations.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the operation of this article.

## **ARTICLE 8 – UNION COMMUNICATIONS**

- 8.01 Union may have a binder in each location for the purpose of Union written communication for all bargaining unit members, otherwise Article 6.05(b) applies.

## **ARTICLE 9 – INFORMATION**

- 9.01 (a) The Union agrees to supply the Employer with copies of the Agreement. The cost shall be shared between the Employer and the Union.
- (b) The Union will also provide the Employer with an information package. The Employer agrees to provide new Employees with a copy of the collective agreement and the information package upon hire.
- 9.02 Upon hiring, each Employee shall be provided with a written statement of their classification and employment status.
- 9.03 The Employer shall inform the Secretary of the Local of the hiring of a new Employee, of said Employee's name, date of hire, and classification.
- 9.04 Employees shall be provided with current position descriptions outlining the duties and responsibilities of their position. Upon request, the Union shall be provided a copy of the job descriptions.

## **ARTICLE 10 - PROBATIONARY PERIOD**

- 10.01 Employees newly hired to a permanent position shall serve a probationary period of one thousand two hundred (1200) hours of active employment from start date in the position. Active employment shall mean all hours worked. Upon successful completion of the probationary period the Employee shall be granted permanent status and shall receive written confirmation of same from the Employer.
- 10.02 (a) The Employer may, before the expiration of the probationary period set out in Article 10.01, extend the appointment for a period as mutually agreed between the Employer and the Union, not to exceed two hundred and ten (210) hours.
- (b) When an Employee's probationary appointment is to be extended as provided in Article 10.02(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.

- 10.03 Probationary Employee may be discharged during the probationary period at the Employer's sole discretion. In such cases, the Probationary Employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer acted in bad faith.
- 10.04 An Employee terminated pursuant to Article 10.02 shall receive one (1) week's notice of termination or equivalent pay in lieu of notice.
- 10.05 An Employee shall be compensated for all approved orientations or shadow shifts worked during orientation.

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

- 11.01 No Permanent Full-time or Permanent Part-time Employee shall be disciplined or discharged except for just and sufficient cause.
- 11.02 (a) When an investigation into allegations of harassment, (including bullying and violence in the workplace), discrimination, resident abuse, theft, leaving a resident unattended without authorization or a serious breach of the medication administration policy requires a meeting between the Employee against whom an allegation has been made and the Employer, the Employee shall be entitled to have a Union representative present if desired. The steward shall be compensated in accordance with Article 6.05 (c).
- (b) When the Employer decides to hold a meeting with an Employee to impose discipline, the Employee shall be advised in advance of that purpose so that the Employee may contact a Union representative to be present.
- 11.03 Where an Employee is suspended without pay or discharged, the Employer shall, within three (3) business days of the Employee being advised of the suspension or discharge, notify the Employee in writing stating the reason for the suspension or discharge, with a copy to the Union.
- 11.04 Where an Employee alleges that said Employee has been suspended without pay or discharged contrary to Article 11.01, said Employee shall lodge his grievance at the second stage of the grievance procedure, pursuant to Article 24.05 (b).

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

- 12.01 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 if requested.
- 12.02 Within two (2) full business days of providing a request to the Administrator, Employees shall have supervised access to their personnel file and, upon request, shall be provided with a photocopy of any documents in the file.

- 12.03 Discipline imposed on an Employee shall not be introduced as evidence at the disciplinary hearing if the Employee was not informed of the disciplinary matter when it occurred.
- 12.04 (a) Subject to Article 12.04(b), where written documentation of disciplinary action exists in an Employee's file, and 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 signing the Collective Agreement.
- (b) 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 Employees file two (2) years after the date of the written documentation provided no formal disciplinary action for a medication error has occurred during the two (2) year period.

## **ARTICLE 13 - JOB POSTING**

### **13.01 Expression of Interest**

Notwithstanding Article 13.02, vacant permanent or term positions will first be filled in accordance with Appendix D (EXPRESSION OF INTEREST FOR FILLING VACANCIES – Permanent Employees Only). If the vacancy remains unfilled, then it will be posted and filled in accordance with the remainder of this article.

- 13.02 (a) **Permanent Position**  
When a new position or vacancy occurs 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 in the General Communication Log in all homes for seven (7) calendar days.
- (b) The notice shall include but not be limited to the following:
- (i) Worksite,
  - (ii) Whether it is Full-time, Part-time, or Term,
  - (iii) If Term, the expected duration of the assignment,
  - (iv) The job requirements.
  - (v) Qualifications
- 13.03 On job postings all candidates for the position will be assessed on the basis of their ability, qualifications and suitability. Where these are relatively equal, seniority shall be the determining factor.
- 13.04 (a) Should the successful candidate for a vacancy be a Permanent Employee, the Employee will be placed in the position on a Trial Period for up to five hundred twenty (520) hours worked. If the Employee proves unsatisfactory in the new position during the trial period, they will be returned to their former position and salary without loss of seniority and any other Employee promoted or transferred

because of the rearrangement of positions will be returned to their former position and salary without loss of seniority.

- (b) Where the position is in the same home as the Employee's current position and classification, no further trial period will be required.

13.05 Job postings may state a preference of gender for the purpose of personal care where such preference is otherwise demonstrably justified.

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

### **14.01 Victoria Park Guest House**

- a) Victoria Park Guest House - Full-Time Employees  
The standard hours of work for full-time employees shall be a minimum of seventy-two (72) hours and a maximum of eighty-four (84) hours in the bi-weekly pay period.
- b) Victoria Park Guest House - Part-Time Employees  
The standard hours of work for Part-time Employees shall be less than seventy-two (72) hours in the bi-weekly pay period.

### **14.02 Hants Community Homes**

- a) Hants Community Homes - Full-Time Employees  
The standard hours of work for full-time employees shall be a minimum of eighty-four (84) hours and a maximum of ninety-six (96) hours in a bi-weekly pay period, excluding the night sleep hours.
- Hants Community Homes - Part-Time Employees
- b) The standard hours of work for part-time Employees shall be less than sixty-four (64) hours in the bi-weekly pay period, excluding night sleep hours.
- c)
  - i) A Night Sleep Shift is normally eight (8) hours duration, is paid at the minimum wage rate of pay, is part of the permanent employee's regular schedule and is excluded from the hours of work set out in 14.02 a & b.
  - ii) If a resident requires the assistance of an employee during the night sleep, the employee shall be compensated at the employee's regular rate of pay for the active time worked in thirty (30) minute increments and the sleep rate will be reduced by the time accordingly. In order to qualify for this pay the employee must complete the required documentation, detailing the particulars of the assistance and the time required to provide support to the resident. For greater clarity, being awakened at night does not qualify for the awake rate of pay where assistance to a resident is not required or provided.

- iii) The night sleep hours will not be counted towards bi-weekly hours of work for the purpose of qualifying for overtime pay or counted towards the probationary period.

14.03 (a) Changes to Master Schedule

When it is deemed by the Employer that the master schedule for a work location must be changed due to operational requirements a minimum of four (4) weeks' notice will be given.

(b) Changes to Individual Schedule

Changes to an Employee's schedule may be made by the Employer provided twenty-four (24) hour notice has been given to the Employee. The twenty-four (24) hour notice may be waived with agreement of the Employee.

14.04 Exchange of Shifts

Exchange of shifts between employees will be permitted but only in accordance with the following conditions:

- i) The exchanged shifts must fall within the same pay period.
- ii) The manager is informed by email or fax of the schedule change in advance.
- iii) A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a change in an Employee's normal hours of work within a pay period.
- iv) For greater clarity, shift give-aways do not constitute a shift exchange and therefore shall not be permitted.

14.05 Staff Meetings

The Employer and Union agree that, notwithstanding any provision of the Collective Agreement between the parties to the contrary, Employees who attend staff meetings scheduled by the Employer outside their normal hours of work shall be paid at the Employee's regular rate of pay. The paid time shall not be included in the calculation of hours of work or overtime as set out in Articles 14.01 and 15.01 respectively of the Collective Agreement.

- 14.06 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.

14.07 Shift Report

Employees are required to be at the work place ten (10) minutes prior to commencement of their shift in order to complete their shift change duties.

- 14.08 Notwithstanding any other provision of the collective agreement, the schedule for employees working in the ILS and Supervised Apartment Program shall be reasonably flexible to meet the needs of the persons supported. Therefore, prior to these programs

coming into effect, the Employer will meet with the union to discuss the hours of work for said programs.

14.09 The Employer shall post the four-week schedule four weeks in advance

14.10 Employees will receive every second weekend off unless otherwise mutually agreed. Weekend is defined as commencing 0800 hrs Saturday and ending 0800 hrs Monday.

## **ARTICLE 15 - OVERTIME**

15.01 Application

All hours worked in excess of an Employees FTE position up to ninety-six (96) hours in a bi-weekly pay period, excluding night sleep hours, shall be paid at the Employees regular rate of pay.

15.02 (a) All hours an Employee is required to work by the Employer in excess of eighty-four (84) hours in a bi-weekly pay period pursuant to article 15.01 shall be at the overtime rate of pay.

(b) Notwithstanding Articles 15.01 and 15.02 (a), an Employee may request to work up to ninety-six (96) hours in a bi-weekly pay period and said hours shall be paid at the regular rate of pay.

15.03 Overtime shall be paid at the rate of time plus one half (1.5) the employee's regular rate of pay.

15.04 Full time Employees shall have the option to take the time in 15.01 and 15.02 as time in lieu by documenting same on the time sheet.

15.05 Authorization of Overtime

All overtime must receive prior authorization from a member of the management team.

## **ARTICLE 16 - STAFF TRAINING**

16.01 Continuing Education

(a) The Employer recognizes that staff training is an investment that benefits the Employer as a whole and will endeavour to evaluate staff training needs on an on-going basis.

(b) When the Employer requests a staff person to attend a training course, the program and associate costs will be paid by the Employer and the Employee shall

suffer no loss of wages as a result of attending the course, except that, notwithstanding Article 15:

- i) An Employee requested by the Employer to attend a course on the Employee's day off will be paid his or her regular rate of pay to a maximum of eight (8) hours a day to attend the program, the employee may request to bank this time in lieu to their bank.
  - ii) Where there is a difference between the hours of the course and the hours in the Employee's regular scheduled shift the Employer shall make every effort to schedule those hours within the same pay period;
  - iii) Where the Employee is scheduled to work a night awake shift either prior to and/or the day of the course the Employee shall be paid for one full shift and be rescheduled for the second shift.
- (c) In no event shall an employee be scheduled to work through combination of training and work in the home more than 10 hours without the consent of the employee.

#### 16.02 Attainment of Core Competencies

- (a) It is the responsibility of each Employee to meet the minimum standards required by the Department of Community Services (Hants Community Homes) or by the Department of Health and Wellness (Victoria Park Guest House) for the location in which they work. The Employer is not required to reimburse or fund an Employee for time and/or expenses incurred to complete the necessary training to meet the core competencies. Core competencies shall be as set out in Appendix "C"
- (b) In the event the Department of Community Services or the Department of Health and Wellness changes the minimum standards, and where such minimum standards require Employees to up-grade their qualifications as a condition of employment, the required course(s) will be provided by the Employer at no cost to the Employee. Wages for this training shall be as set out in 16.01(b) above. Appendix "C" will be deemed amended to include the new course requirement and 16.03(a) will apply for re-certification.

#### 16.03 Recertification (Maintenance of Core Competencies)

- (a) It is the Employee's responsibility to maintain certification of the core competencies. The Employer will cover the cost of the training program. Except for first aid training as required by the Occupational Health and Safety Act, it will be the Employee's sole responsibility to attend the training program on Employee's time off. However, when an Employee attends the training on scheduled hours of work, such Employee shall suffer no loss of wages as a result of attending the course.

- b) An Employee taking first aid training will be compensated in accordance with 16.01(b).

## **ARTICLE 17 - TRAVEL**

- 17.01 The Employer agrees to reimburse Employees for travel authorized by the Employer. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on April 1 of each year such rate or any amendment of that rate should they occur.

## **ARTICLE 18 – PAY PROVISION & JOB CLASSIFICATION**

- 18.01 (a) The Employer shall pay the wage rate for classifications as set in Appendix “A”.
- (b) Employees shall be paid bi-weekly by electronic funds transfer and on each payday shall be provided with an itemized record of wages, deductions and the balance of any vacation bank.
- (c) Should the Employer make an error in excess of one hundred dollars (\$100.00) in an Employee’s gross pay, this shall be corrected, and the Employee shall receive the missed wages within two (2) full Business Days of the problem being reported to the Employer.
- (d) Employees shall be provided on a monthly basis the balance of their sick and applicable earned time banks.

### **18.02 Shift Differential & Weekend Premium**

#### **(a) Shift Differential**

Employees shall receive a shift differential premium for every regular hour worked between 7:00pm and 7:00am in accordance with the following:

- i) \$1.85 effective date of certification
- ii) Increase of fifteen (15) cents (\$0.15) effective January 1, 2020;
- iii) Increase of fifteen (15) cents (\$0.15) effective the date of ratification; and
- iv) Increase of twenty (20) cents (\$0.20) effective March 31, 2021.

#### **(b) Weekend Premium**

Employees shall receive a weekend premium for every regular hour worked between midnight Friday and midnight Sunday in accordance with the following:

- i) \$1.85 effective date of certification
- ii) Increase of fifteen (15) cents (\$0.15) effective January 1, 2020;
- iii) Increase of fifteen (15) cents (\$0.15) effective the date of ratification; and
- iv) Increase of twenty (20) cents (\$0.20) effective March 31, 2021.



- (c) The shift differential and weekend premiums shall not apply to any hours worked on the night sleep shift.
- (d) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, vacation, RRSP, or any other benefits under this agreement.

## **ARTICLE 19 – VACATION**

### **19.01 Vacation Policy**

The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

- 19.02 a) Permanent Employees shall be entitled to vacation pay at the following rates;
- Less than eight (8) Years Seniority - four percent (4%) of regular pay,
  - Eight (8) years but less than ten (10) years – six (6%) of regular pay,
  - Ten (10) years or more - eight percent (8%) of regular pay.

b) The vacation pay shall be banked by the Employer and paid out to the Employee when vacation leave is taken. Unused vacation pay shall be paid out to the Employee on the first pay period following December 31, of each year.

- 19.03 The Scheduling of vacation is a management right. However, management shall allow Employees in each home to self-schedule, subject to vacation leave conforming with Employer policy. The vacation self scheduling model may be terminated at any time by the Employer with thirty (30) days notice to Employees.

## **ARTICLE 20 – PAID HOLIDAYS**

### **20.01 Full-time Employees**

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

New Year's Day  
Heritage Day (Feb)  
Good Friday  
Canada Day (always July 1<sup>st</sup>)  
Labour Day  
Christmas Day

### **20.02 Full Time Employees**

- (a) Holiday Pay on Day Off

When a holiday listed in Article 20.01 falls on the Full Time Employee's scheduled day off, a Full-time Employee shall receive one (1) day's pay for the holiday.

- (b) Holiday Worked

A Full-time Employee who works on New Year's Day, Good Friday, Canada Day (July 1st), Labour Day, Christmas Day or Heritage Day shall be paid one and one half (1.5) times the regular rate of pay for all hours worked on the holiday in addition to the one day's pay for the holiday.

- (c) An Employee shall be entitled to a paid holiday pursuant to Article 20.01, providing he/she has been paid for his/her scheduled working days immediately preceding and immediately following the holiday.

#### 20.03 Part Time Employees

- (a) Part Time Employees shall receive two-point three percent (2.3%) of regular biweekly pay in lieu of statutory holidays designated in the Labour Standards Act (New Year's Day, Heritage Day, Good Friday, Canada Day, Labour Day and Christmas Day).
- (b) A Part Time Employee who is scheduled to work and works a paid holiday pursuant to 20.03(a) shall be paid time and one half (1.5) the Employee's regular rate of pay for each hour worked on that day.

#### 20.04 Remembrance Day

- (a) A Full-Time Employee who works on Remembrance Day will be paid at double time for each hour worked.
- (b) A Part-Time Employee who works on Remembrance Day will be paid at double time for each hour worked.

### **ARTICLE 21 – LEAVES OF ABSENCE**

#### 21.01 Special Leave without pay

An Employee may, upon request and at the sole discretion of the Employer, be granted special leave without pay provided the leave is for a period greater than one (1) month and not greater than one (1) year.

- 21.02 With the exception of the specific continued coverage provided under Article 21.08(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.).

#### 21.03 Bereavement Leave

- (a) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive calendar days, commencing the day following the death. "Immediate family" is defined as the Employee's father, mother, legal guardian, brother, sister, spouse (including

cohabitation of more than one (1) year), child, ward, grandchild, father-in-law, mother-in-law, or any relative permanently residing with the Employee.

- (b) An Employee shall be entitled to three (3) consecutive calendar days, bereavement leave with pay, commencing the day following the death, of the Employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) An Employee shall be entitled to one (1) day leave with pay for the purpose of attending a service of an employee's aunt, uncle, niece or nephew.
- (d) In addition, if a death occurs in (a) or (b) above when the Employee is at work or on the day the Employee is scheduled to go to work, then the Employee shall be granted bereavement leave with pay for the remainder of the Employee's shift for that day.
- (e) The above entitlement is subject to proper notification being made by the Employee to the Employer.
- (f) In determining bereavement leave, if an Employee's shift falls on any of the days in (a) and (b) above, the shift will be with pay. A day shall equal all hours scheduled to be worked by the Employee on the day taken as leave.
- (g) 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. Employer will respond to requests as soon as reasonably possible.
- (h) The Employee may defer a portion of the Bereavement Leave to accommodate a funeral service that is not held at the time of death referred to in (a) and (b) above. The Employer may request proof of same at its discretion.

#### 21.04 Court Leave

- (a) Leave of absence with pay shall be granted to an Employee, other than an Employee on leave of absence without pay or on suspension, who is required to serve on a jury or to appear as a witness on behalf of the Employer in a work related matter.
- (b) An Employee granted leave of absence with pay to serve on a jury shall receive full pay and will reimburse the Employer any stipend the Employee receives for such jury duty.

#### 21.05 Pregnancy Leave

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

- (a) an unpaid leave of absence of seventeen (17) weeks will be granted;

- (b) an Employee shall as soon as reasonably possible, but in no case later than the seventh (7th) 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 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 may take an unpaid leave of absence when said Employee reasonably believes that can no longer perform the duties of the position, or is in an environment that may be of risk to said Employee and the unborn child.

#### 21.06 Parental Leave

- (a) An employee who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to seventy seven (77) 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 seventy seven (77) 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 seventy seven (77) weeks. If both parents are eligible for parental leave under this agreement, the maximum combined pregnancy leave and parental leave to which the employees are entitled is seventy seven (77) weeks.

#### 21.07 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 seventy seven (77) 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 seventy seven (77) weeks after the child or children first arrive in the employee's home.

#### 21.08 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 21.09(a)(ii).
- (b) An Employee is entitled to only one interruption and deferral of leave pursuant to Article 21.08 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 21.05, 21.06 and 21.07 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.

#### 21.09 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 21.09(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 advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from 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 21.08(a); and
  - (v) the resumption of parental leave by the Employee in accordance with Article 21.08(a) and 21.09(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 21.07, interrupts and defers leave, pursuant to Article 21.08(a), or gives notice pursuant to Article 21.09(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 an Employee's partner's child an Employee shall be granted eight (8) hours special leave with pay to be taken during the mother's time in the hospital. This leave may be divided into two (2) periods and granted on separate days.

#### 21.11 Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks, for compassionate care, in accordance with Labour Standards section 60E.

#### 21.12 Adverse Weather Conditions

- (a) The Employer shall remain open during adverse weather conditions, and the Employees are expected to make every effort to report for work.
- (b) Employees shall notify their supervisor or designated alternate as soon as possible if they are not able to report to work.
- (c) If an Employee is unable to report to work or with permission of the Employer leaves work early because of adverse weather conditions, the Employee shall use earned time. If the Employee has no earned time, the absent time shall be taken as a leave without pay.
- (c) Individual or personal situations such as place of residence, family responsibility, car pools, etc., shall have no bearing on the application of this Article. Pursuant to Article 21.13(a), the expectation on all Employees shall be equal.

### ARTICLE 22 – SICK LEAVE

#### 22.01 Sick Leave Defined

- (a) An Employee who is absent from a scheduled shift on sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the Employee is not otherwise receiving pay for that day, that the Employee has sufficient sick leave credits. (agreed)
- (b) Any misrepresentation by the Employee in relation to sick leave shall be considered serious misconduct subject to discipline.

#### 22.02 Amount of Sick Leave

- (a) A Permanent Full-time Employee shall receive three (3) days (24 hours) paid sick leave upon date of ratification. In addition;
  - One (1) day (8 hours) on April 1, 2021
  - One (1) day (8 hours) on April 1, 2022
  - Two (2) days (16 hours) on April 1, 2023
- (b) Commencing April 1st of each year a permanent fulltime employee shall be advanced hours to their sick leave bank in accordance with 22.02 (a). In the event of an employee's termination of employment during the year, any sick leave which was taken but not earned shall be repaid to the employer on a prorated basis based on the number of months worked in the year.

- (c) Any annual unused sick leave shall be paid out to the employee on the first pay following March 31<sup>st</sup>.
- (d) A Part Time Employee shall receive prorated sick leave credits based on contracted hours.

#### 22.03 Employer Notification and Workplace Coverage

- (a) In any case of absence of an Employee due to sickness, the absence shall be reported to the Employer at least one (1) hour before the start of a day shift and at least four (4) hours before the start of any shift commencing 1pm or later. (agreed)
- (b) The Employees may continue the practice of shift swapping in the event of illness. For this article only, these hours of the swapped shift will not result in a loss of pay for either employee, nor count towards overtime for either employee, regardless if the shift swap was between two pay periods.

#### 22.04 Sick Leave Administration

- (a) When sick leave is requested, the Employee upon return to work may be required to provide the Employer with a self-verifying proof of illness form as prescribed by the Employer.
- (b) The Employer may request proof of illness from a legally qualified health care practitioner for extended absences due to illness or where the Employer has concerns regarding the pattern of sick leave usage. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- (c) Employees are obliged to adhere to treatment plans to validate the need for paid sick leave and to support the earliest return to work and the Employer may make reasonable enquiries to confirm that the Employee is sick and that he/she is complying with reasonable treatment plans to support his/her earliest possible return to work.
- (d) The Employee may be required to provide information to the Administrator regarding the nature of the illness or injury and the duration or expected duration of the absence, the fitness of the Employee to return to work, any limitations associated with the fitness of the Employee to return to work, and whether the illness or injury is bona fide. Where the Employer requires a Fitness to Work assessment and report the associated costs will be paid by the Employer.
- (e) The Employer may require that the Employee be examined by a health practitioner of the Employer's choice. The Employer shall be responsible for paying the cost of the examination and/or health report provided to the Employer, if said cost is not covered by the Nova Scotia Medical Services Insurance (MSI) programs or the Employer's group insurance plan.



- (f) If such documentation is not completed and produced the time absent from work shall be deducted from the Employee's pay.

#### 22.05 Unpaid Sick Leave

An Employee who is off sick beyond their entitlement for paid sick leave or Employment Insurance sick benefits shall be considered to be on unpaid medical leave of absence provided there is a reasonable expectation that the Employee will return to work. The Employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on the Employee's ability to return to work within a reasonable period of time and the provisions of Article 22.04 shall apply. Where the prognosis is that the Employee is unlikely to return to work within a reasonable period of time, the Employee's employment shall terminate, and the Employer may fill the position on a permanent basis.

- 22.06 Any medical information in the hands of the Employer shall only be disclosed with the written consent of the Employee or as otherwise required by law.

### **ARTICLE 23 - LAYOFF, RECALL AND RESIGNATION**

- 23.01 Layoff means the termination of employment or a reduction of hours exceeding twelve (12) months due to a reduction in the workforce due to operational requirements.

- 23.02 When a layoff is to occur, the Employer will consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to layoff Employees.

#### 23.03 Step 1- Voluntary Reduction in Hours

- (a) Where layoff is required, the first step in the process will be to identify an Employee(s) who volunteers to reduce their hours of work or take a voluntary layoff.
- (b) Where there are more volunteers than required, the selection shall be by seniority.
- (c) The foregoing process shall be conditional on qualifications and ability.
- (d) In the event there are no volunteers, Article 23.04 shall apply.

#### 23.04 Step 2 – Layoff

- (a) Both parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of layoff, the least senior Employee(s) shall be laid off within the job classification, providing the senior Employees being retained have the qualifications and ability to perform the work.
- (b) The process pursuant to 23.04(a) shall not include the right to an increase in hours of work.

- (c) The Employer shall notify Employees who are to be laid off at the earliest possible time, but not less than two (2) weeks prior to the effective date of layoff. If the Employee has not had an opportunity to work the days as provided in this Article, the Employee shall be paid for the days for which work was not made available.

#### 23.05 Recall

- (a) Laid off Employees will have the right to recall for twelve (12) consecutive months following date of layoff, however this shall not result in an Employee moving from part-time to full-time hours.
- (b) Employees shall be recalled in order of their seniority, provided they have the qualifications and ability to perform the work.
- (c) In the event an Employee accepts occasional or short term work with the Employer, 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.
- (d) An Employee who is recalled to work shall return to the services of the Employer within two (2) weeks of notice of recall unless a longer period is agreed to by the Employer and the Employee. If the Employee fails to return at the time agreed, the name will be struck from the seniority list and the Employee shall have no further employment status with the Employer.
- (e) An Employee on layoff shall be responsible for providing the Employer with the most recent address and telephone number.
- (f) No new Employees will be hired until those who are on layoff have been given an opportunity of recall.

#### 23.06 Resignation

If an Employee desires to terminate employment, said Employee shall forward a letter of resignation to the Executive Director not less than ten (10) Business Days prior to the effective date of termination. The Executive Director may accept a shorter period of notice.

- 23.07 The Employer will not contract out work that is normally performed by Employees if, as a direct result, an Employee will be laid off, and the Employee is qualified to perform the work.

### **ARTICLE 24 – GRIEVANCE & ARBITRATION PROCEDURE**

#### 24.01 Definition

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

## 24.02 Complaint / Grievance Procedure

### STEP ONE - Complaint:

- (a) The Employee will first discuss the complaint with the supervisor within ten (10) business days after the circumstances giving rise to the complaint having occurred or ought reasonably to have come to the attention of the Employee. The Supervisor shall give a written response to the complaint within ten (10) business days of the meeting.
- (b) If the Employee's Step One Complaint is not discussed with the Supervisor within the ten (10) business days, the complaint will be deemed to have been abandoned and cannot be reopened.

### STEP TWO – Grievance:

If the Employee does not receive written satisfactory settlement from the supervisor, the Employee shall file a grievance in writing to the Executive Director within ten (10) business days from the date the Employee received or ought to have received the supervisor's step 1 response. The parties shall meet within fifteen (15) business days from receipt of the grievance in an attempt to settle the matter. The Executive Director shall respond in writing within five (5) business days following the meeting.

### STEP THREE – Referral to Arbitration:

Failing a satisfactory settlement being reached in Step 2, if the Union decides to refer the dispute to arbitration, such referral shall take place within fifteen (15) business days of the date the Employee received or ought to have received the decision of the Executive Director in Step 2.

## 24.03 Right to Union Representative

If the Employee presents a grievance in person, at any step the Employee has the right to be accompanied by a representative of the Union.

## 24.04 Extension of Time Limits

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

## 24.05 (a) Policy Grievance

A policy grievance is one where either party disputes the general application or interpretation of this Agreement. A policy grievance shall be initiated at Step 2 of the grievance procedure within ten (10) business days after the circumstances giving rise to the grievance occurred or ought reasonably to have come to the attention of the party.

## (b) Suspension Without Pay or Discharge

Where an Employee alleges suspension without pay or discharge contrary to Article 11, the grievance shall be filed at Step Two of the grievance procedure within ten (10) business days of the Employee receiving written notice of the suspension.

- (c) If a grievance pursuant to 24.05 (a) or (b) is not filed within the ten (10) business days, the grievance will be deemed abandoned and cannot be reopened.

24.06 An Employee shall not be entitled to file a Step 2 grievance without the written approval of the Union.

24.07 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

24.08 Voluntary Mediation

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.

24.09 Appointment of Single Arbitrator

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

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

24.10 Appointment of Arbitration Board

- (a) Where the parties have not agreed that a matter should be decided by a single arbitrator, 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.

#### 24.11 Arbitration Fees and Expenses

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

### ARTICLE 25 – GROUP INSURANCE BENEFITS

#### 25.01 Group Benefit Plans

Subject to eligibility requirements in the plan policies Employees shall on completion of six (6) months in the probationary position, participate in the following group insurance benefits: life insurance, accidental death and dismemberment (AD&D), health and dental.

- 25.02 (a) The Employer and the Employee shall cost share on a 50/50 basis the premiums for Life, AD&D, health and dental insurance.
- (b) The Employee shall pay the full premium cost of voluntary benefits such as optional Life and Critical Choice Care.

#### 25.03 Participation shall be mandatory for Life and AD&D.

#### 25.04 Participation in the health and dental insurance plans shall be mandatory except for an Employee whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.

#### 25.05 Participation While on Unpaid Leave

An Employee who is on an approved unpaid leave of absence shall be entitled to continue to participate in the group life, accidental death and dismemberment (AD&D), health and dental insurance benefits plan provided:

- (a) the plan provider approves the continued participation:
- (b) the Employee reimburses the Employer for the Employer and Employee portion of the premiums by post-dated cheques;
- (c) the Employee's remittance to the Employer for payment of the benefits remain current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.
- (d) In the event the Employee fails to make timely payment of premium(s) when due, the Employee shall be exited from the insured benefit plan and shall not be entitled to re-enrol until they return to active employment.

## **ARTICLE 26 – REGISTERED RETIREMENT FUND**

- 26.01 Participation in the Pension Plan is mandatory on completion of nine (9) months employment in the probationary position.
- 26.02 The Employer shall match Employee contributions to this plan at the rate of five percent (5%) of paid regular wages for Hants Community Homes and five point four (5.4%) for Victoria Park Guest House. For the purpose of article of 25.02 only, regular earnings shall mean up to a maximum of eighty (80) paid hours in a bi-weekly pay period.

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

- 27.01 Employees who have been injured while on duty resulting in a time loss from work shall immediately apply for Workers' Compensation benefits.
- 27.02 (a) While awaiting approval of WCB the employee will be treated as on regular sick leave for the period said Employee is unable to perform the duties due to injury, which is limited to the existing sick leave credits in the Employee's sick leave bank. Upon approval of Benefits the employee, the employee sick leave bank will be replenished with retro WCB payments.
- (b) 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 for the period said Employee is unable to perform the duties due to injury, which is limited to the existing sick leave credits in the Employee's sick leave bank.
- (c) In the event the Full Time Employee's claim for Workers' Compensation is approved, the Employer will pay the Employee six (6) hours sick leave pay for each of the first two (2) days of an injury or accident, provided the Employee is off for less than five (5) weeks, and provided the Employee has existing sick leave credits. If the Employee remains on Worker's Compensation benefits for more than five (5) weeks, the Employee shall reimburse the Employer for those paid sick hours and the Employee's sick leave bank shall be credited accordingly. This will be prorated for permanent part time employees.
- 27.03 (a) Subject to eligibility requirements in the plan policies and subject to Article 27.03(b), an Employee shall continue participation in the group insurance plan by contributing the 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 the Employee may choose to continue participation in the plan by paying one hundred percent (100%) of the premium.
- (b) In order to be eligible for continued coverage under the group insurance plan, the Employee must be in receipt of temporary wage loss benefits from the Workers' Compensation Board and group insurance premiums must be provided to the

Employer by post-dated cheques at commencement of the leave for each month of coverage.

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

28.01 Where the personal property of an Employee, necessary to the performance of the Employee's duties, is damaged by the resident in the execution of these duties, the Executive Director shall arrange to reimburse the Employee for reasonable expenses, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items include watches, glasses and clothing. This also includes damage to an Employee's vehicle, by the resident, while on duty.

## **ARTICLE 29 - LABOUR MANAGEMENT**

29.01 A member of management and the Union Designate shall constitute the labour management committee and will meet as necessary to discuss workplace matters brought forward by either party.

## **ARTICLE 30 – SENIORITY**

30.01 (a) A seniority list shall be established for all Permanent Full-time and Permanent Part-time Employees showing their name and seniority date. If two or more are hired on the same date, a draw shall be conducted by the Union, in the presence of the Employer, to determine the seniority.

(b) Notwithstanding Article 1.01(k), a Term Employee hired directly to a permanent position without returning to Casual Worker status, shall have seniority back dated to date of hire in the Term Position upon successful completion of the probationary period.

30.02 The seniority list will be brought up to date in January of each year for the purpose of adding new Employees or deleting the name of any Employee who loses seniority, pursuant to Article 30.04. At each update, the seniority list will be placed in the Union binders. New Employees to the list shall have thirty (30) days following placement in the binder to file any corrections to the seniority list. In the absence of any corrections agreed to by the parties, the list shall be deemed accurate. Notwithstanding the foregoing, a clerical error by the Employer in compiling the list can be corrected at any time provided a review of earlier seniority lists confirms the clerical error.

30.03 A copy of the seniority list will be sent to The Nova Scotia Government and General Employees Union.

30.04 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) Retirement.
- (c) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are circumstances beyond the Employee's control which prohibited the Employee from notifying the Employer.
- (d) Discharge; and the Employee is not reinstated.
- (e) Layoff which lasts more than twelve (12) consecutive months.
- (g) Being recalled to work from layoff and failing to return to work within two weeks of notice of recall. It shall be the responsibility of the Employee to keep the Employer informed of their current contact information. If the Employee fails to do this, the Employer will not be responsible for a failure of the notice to reach the Employee, except otherwise noted in 23.05 (d).

## **ARTICLE 31 – APPOINTMENT TO A MANAGEMENT/EXCLUDED POSITION**

### **31.01 Temporary Appointment**

- (a) Where an Employee successfully competes for a temporary management-excluded position, the union shall grant an approved leave from the Employee's bargaining unit position to work in the excluded position. The Employee has a right to return to the bargaining unit position at the expiry of the leave, the employee shall retain seniority while in the management position for a period of up to twelve (12) months. This period may be extended by mutual agreement of the parties. At the expiration of the twelve months (12) period or its extension, the Employee shall lose all accumulated seniority.
- (b) While in the management position the Employee shall not pay union dues nor shall the union have a duty to represent the Employee in any matter arising out of his/her employment in the excluded position. However, the union reserves the right to represent the Employee in relation to their right to return to his/her bargaining unit position.
- (c) Should the Employee apply for another bargaining unit position while on an approved leave from their bargaining unit position, the Employee shall be considered an internal applicant.

### **31.02 Permanent Appointment**

An Employee who successfully competes for a permanent management-excluded position shall have the right to return to his/her bargaining unit position, subject to Article 13.03. The Employee shall retain seniority for a period of up to three (3) months in the management position. At the expiration of the three (3) month period, the Employee shall lose all accumulated seniority. For greater clarity, Articles 31.01 (a) and (c) do not apply.



## **ARTICLE 32 – HEALTH & SAFETY**

32.01 The parties agree to be bound by the provisions of the Nova Scotia Occupational Health and Safety Act and regulations.

## **ARTICLE 33 – DURATION AND RETROACTIVITY**

### **33.01 Duration and Notice to Renegotiate**

This agreement shall be in effect for a term beginning March 29, 2018 until March 31, 2023. After March 31, 2023 this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new agreement by giving notice to the other party within the two (2) month period preceding the date of expiry of the Agreement

### **33.02 No Retroactivity Except for Wages**

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

### **33.03 Wages Specified in Appendix “A”**

Wages for the duration of the contract shall be as specified in Appendix “A”.

### **33.04 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.
- (f) The signatories to the amending document for the Union shall be the Employee Relations Officer, and for the Employer shall be the Executive Director.

**Representing the Union:**

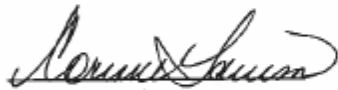


Jason MacLean  
President, NSGEU

**Representing the Employer:**

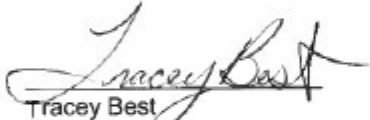


Michael Walsh  
Owner, Victoria Park Guest House Inc.

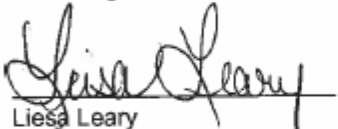


Corrine Garrison  
Bargaining Committee Member

Frank Gillan  
Negotiator



Tracey Best  
Chief Negotiator



Liesa Leary  
Bargaining Committee Member

Dated at Windsor this 16<sup>th</sup> day of October 2020.

## APPENDIX “A” - WAGES

RRW - Hourly Wage Rate

Date	Step 1	Step 2
29-Mar-18	\$ 17.00	\$ 19.15
01-Apr-18	\$ 17.26	\$ 19.44
31-Mar-19	\$ 17.34	\$ 19.54
01-Apr-19	\$ 18.00	\$ 19.83
31-Mar-20	\$ 18.09	\$ 19.93
01-Apr-20	\$ 18.36	\$ 20.23
31-Mar-21	\$ 18.45	\$ 20.33
01-Apr-21	\$ 18.73	\$ 20.63
01-Apr-22	\$ 19.01	\$ 20.93

**Step 1:** Probationary **Step 2:** On Attainment of permanent status

CA/RCA (without Certificate)		Start (0-1yr)	Year 1	Year 2	Year 3	Year 4 (MAX)
%	DATE					
Market Rate	Date of Certification (29-Mar-18)	\$16.23	\$16.56	\$16.88	\$17.20	\$17.52
1.015	01-Apr-18	\$16.47	\$16.81	\$17.13	\$17.46	\$17.78
1.005	31-Mar-19	\$16.55	\$16.89	\$17.22	\$17.54	\$17.87
1.015	01-Apr-19	\$16.80	\$17.14	\$17.48	\$17.81	\$18.14
1.005	31-Mar-20	\$16.88	\$17.23	\$17.56	\$17.90	\$18.23
1.015	01-Apr-20	\$17.14	\$17.49	\$17.83	\$18.17	\$18.50
1.005	31-Mar-21	\$17.22	\$17.58	\$17.92	\$18.26	\$18.60
1.015	01-Apr-21	\$17.48	\$17.84	\$18.19	\$18.53	\$18.88
1.015	01-Apr-22	\$17.74	\$18.11	\$18.46	\$18.81	\$19.16

**Step 1:** Probationary **Step 2:** On Attainment of permanent status

CCA/RCA (with Certificate)		Start (0-1yr)	Year 1	Year 2	Year 3	Year 4 (MAX)
%	DATE					
	Before Certification	\$ 16.38	\$ 16.71	\$ 17.04	\$ 17.12	\$ 17.21
Market Rate	Date of Certification (29-Mar-18)	\$16.55	\$16.88	\$17.21	\$17.53	\$17.87
1.015	01-Apr-18	\$16.79	\$17.13	\$17.47	\$17.80	\$18.13
1.005	31-Mar-19	\$16.88	\$17.22	\$17.56	\$17.88	\$18.22
1.015	01-Apr-19	\$17.13	\$17.48	\$17.82	\$18.15	\$18.50
1.005	31-Mar-20	\$17.22	\$17.56	\$17.91	\$18.24	\$18.59
1.015	01-Apr-20	\$17.47	\$17.83	\$18.18	\$18.52	\$18.87
1.005	31-Mar-21	\$17.56	\$17.92	\$18.27	\$18.61	\$18.96
1.015	01-Apr-21	\$17.82	\$18.18	\$18.54	\$18.89	\$19.24
1.015	01-Apr-22	\$18.09	\$18.45	\$18.82	\$19.17	\$19.53

**Step 1:** Probationary **Step 2:** On Attainment of permanent status

## APPENDIX “B” TERM EMPLOYEES

Term Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

- Article 1 – Definitions – In its entirety, except 1.01 (h), (i), (j), and (k).
- Article 2 – Recognition - In its entirety.
- Article 3 – Management Rights - In its entirety.
- Article 4 – Discrimination - In its entirety.
- Article 5 – Strikes and Lockouts - In its entirety.
- Article 6 – Union Activity Articles 6.01 and 6.05 only
- Article 7 – Checkoff - In its entirety.
- Article 8 – Union Communications - In its entirety.
- Article 9 – Information - In its entirety.
- Article 11 – Discipline and Discharge – Article 11.02 and 11.03 only.  
Termination and Notice  
The term appointment may be terminated at the sole discretion of the Employer upon providing the Term Employee with one (1) weeks' notice. However, if he/she has been in the term position continuously in excess of six (6) months the notice shall be two (2) weeks.
- Article 12 – Employee Performance Review and Employee Files  
Article 12.01, 12.02 and 12.03 only
- Article 13 – Job Posting  
The Term Employee may apply for a posted permanent position.
- Article 14 – Hours Of Work - In its entirety.
- Article 15 – Overtime - In its entirety.
- Article 17 – Travel - In its entirety.
- Article 18 – Pay Provision and Job Classification - in its entirety.
- Article 19 – Vacations  
The Term Employee shall receive four per cent (4%) vacation pay on wages earned during each pay period.
- Article 20 – Paid Holidays –if full-time, in its entirety, except 20.03. If part time, Articles 20.03 and 20.04 only.
- Article 21 – Leaves of Absence – Articles 21.03, 21.04 and 21.10 only
- Article 24 – Grievance and Arbitration - In its entirety.
- Article 27 – Compensation for Injury on Duty - In its entirety.
- Article 28 – Damage to Employee Property - In its entirety.
- Article 29 – Labour Management and Safety Committee - In its entirety
- Article 32 – Health and Safety- In its entirety
- Article 33 – Adverse Weather Conditions – In its entirety.
- Article 34 – Duration and Retroactivity - In its entirety
- Wages – A Term Employee shall be paid at the Appendix "A" step 1 rate for the duration of the Term Position.
- Appendix “B” – Term Employees - In its entirety

## **APPENDIX "C" – CORE COMPETENCIES**

### **DCS – RRW - Core Competencies**

The core competencies required by the Nova Scotia Department of Community Services for Residential Rehabilitation Workers (Community Living Facilitators) are as follows: (as of June 2016)

1. Fire and Life Safety
2. Health and Personal Care
3. Medication Awareness
4. Individualized Planning
5. Crisis Intervention
6. Behavioural Supports
7. Standard First Aid/CPR
8. Food Handlers Certificate

### **DHW – RCA/CCA – Core Competencies**

The core competencies required by the Nova Scotia Department of Health and Wellness for Residential Care Assistants are as follows: (As per the Educational Requirements for Entry to Practice) Staff hired prior to 2012 receive Grand Parented Status as RCA's. Staff hired after April 1, 2014 having not obtained a PLR, will require the Continuing Care Assistant diploma from an accredited institution. CCA's are required to maintain their core competencies.

1. Fire and Life Safety
2. Medication Awareness
3. Non-Physical Intervention / Crisis Intervention/GPA
4. Standard First Aid/CPR
5. Food Handlers Certificate
6. Dementia/Alzheimer's Awareness
7. Basic Principles of Personal Care

## **APPENDIX "D" – EXPRESSION OF INTEREST**

### **EXPRESSION OF INTEREST FOR FILLING VACANCIES FORM PERMANENT EMPLOYEES ONLY**

1. The Employer will create an Expression of Interest for Filling Vacancies Form (the Form) for Permanent Employees who wish to be considered for job vacancies outside the job posting process.
2. The Employer will give first consideration when filling a vacant position to only those Permanent Employees who have submitted to the Employer the Form.
3. The Form must be submitted during the time frames set out in the Form.
4. Opportunities for vacant positions within a classification shall include, a change in rotation, change in FTE hours or a change in shift duration.
5. Employees will be assessed and selected in accordance with the criteria set out in Article 13.03.
6. Any vacancy which remains unfilled as a result of this process shall be posted in accordance with Articles 13.02 to 13.05.
7. An Employee may withdraw the Form at any time by indicating same in the space provided on the Form.



## APPENDIX "E" – YEAR 2021 AND 2022

YEAR 2021 AND 2022

Any general economic wage increases or shift differential or weekend premium increase that applies to a NSGEU Disability Support Program Residential Sector Collective Agreement in the province of Nova Scotia in excess of a 1.5% general economic wage increase in the years of 2021 or 2022 will be applied to this agreement.

Dated at Wolfville, Nova Scotia this 16 day of October, 2020

On behalf of the Union:

On behalf of the Employer:



President

Nova Scotia Government &

General Employees Union



Executive Director

Victoria Park Guest House Inc.

## **APPENDIX “F” - Intimate Partner Violence**

The Employer, Employees, and the Union support preventing and addressing intimate partner violence.

Therefore, the parties agree within the life of the agreement, that the Employer, the Union, the Employees, and the Board of Directors by way of the Labour Management Committee shall create a policy on intimate partner violence.