

**Collective Agreement**

**Between**

**CELTIC COMMUNITY HOMES INC.**

**and**

**NOVA SCOTIA GOVERNMENT & GENERAL  
EMPLOYEES UNION**

**November 1, 2019 to October 31, 2023**

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## **PREAMBLE**

WHEREAS Celtic Community Homes Association is a not-for-profit Agency providing residential and support services for adults with mental health issues and disabilities, and exists to enhance each person's potential to live, work and socialize within the community in the most independent, least restrictive and most inclusive manner;

AND WHEREAS the parties recognize that the purpose of the Agency is to provide support to persons with disabilities which are integrative, individualized, social role valorising, respectful of their dignity and rights, and consistent with the principles and philosophy of the organization;

AND WHEREAS it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, Employees and the Union, to improve the quality of service and to promote the well-being and the increased effectiveness of its Employees;

NOW THEREFORE, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment as follows:

## ARTICLE 1 – DEFINITIONS

### 1.01

- (a) **Bargaining Unit or Local Union** means all Employees employed by the Employer who are members of NSGEU.
- (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). 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 is not covered by the Collective Agreement.
- (d) **Classification** means the position an Employee holds as outlined in Appendix A.
- (e) **Employee** shall mean a Probationary, Permanent Full Time or Permanent Part Time one, except for Appendix D where it shall mean a Term Employee. An Employee is included in the bargaining unit.
- (f) **Employer** means Celtic Community Homes Association.
- (g) A **Permanent Full-time Employee** means one who occupies a permanent position in the Bargaining Unit, has completed the probationary period and who works the standard hours of work designated in Article 14.01 on a regularly scheduled, recurring, and continuing basis.
- (h) A **Permanent Part-time Employee** means one who occupies a permanent position in the Bargaining Unit, has completed the probationary period and works the standard hours designated in Article 14.02 on a regularly scheduled, recurring and continuing basis. Permanent Part-time Employees shall be entitled to the benefits of this Collective Agreement, except as expressly provided otherwise.
- (i) **Probationary Employee** means one appointed to a permanent position but has not completed the probationary period as set out in Article 10.01.
- (j) **Seniority** means the length of continuous service from date of hire to a probationary position as calculated in accordance with Article 30.
- (k) **Service** means the total accumulated months of continuous employment with the Employer.

- (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 D. The Term Employee is not considered to be filling a permanent position.
  - (ii) **Term Position** is one that will be vacant for a specified period of time exceeding three (3) months but not to exceed fifty-two (52) weeks due to the absence of a Permanent Employee or for additional temporary staffing. The fifty-two (52) week period may be extended by mutual agreement of the parties.
  - (iii) 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 Union (NSGEU).
- 1.02 Benefits for part-time employees covered by this Collective Agreement will be limited to those specifically provided to such part-time employees in this Agreement.
- 1.03 **“Gender Neutral” The Union and the Company support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible 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. Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.**

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as bargaining agent for Employees as defined in Article 1.01 (e) employed by Celtic Community Homes in Antigonish, but excluding Casual Workers, office employees, Supervisors and those above the rank of Supervisor, and those excluded by subsection (2), Section 1 of the *Trade Union Act*.
- 2.02 Notwithstanding Article 2.01, the parties agree that the Supervisors are management positions but each may perform bargaining unit work on a regular basis up to twenty-five (25) percent of a permanent full time equivalent position, averaged over a four-week period.
- 2.03 Notwithstanding any other provisions of this agreement, assignments of bargaining unit employees within the Supervised Living Program are at the sole discretion of the Employer and such assignments do not constitute a difference between the parties and therefore are not subject to the grievance procedure.

- 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.

### **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, prerogatives, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

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 based upon the characteristics set out in Article 4.01.
- (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 Except as allowed by law, no Employee(s) shall strike nor shall the Employer lock out Employees.

### **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 Supervisors and Directors 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 up to two (2) Employees for attendance to Union business.

6.03 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) Employees, and will recognize and deal with the said Committee with respect to negotiations for a renewal of this Agreement. Time spent in negotiating with the Employer's representative shall be without loss of pay or benefits. Time off for negotiations shall be subject to operational requirements.

6.04 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, Local Union 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. Permission to leave work during working hours for such purposes shall be first obtained from the Employee's immediate Supervisor or Executive Director.
- (b) Notwithstanding Article 6.05(a), no Union activity or business shall be permitted in the homes or apartments operated by the Employer. However, the Employer will conduct business with the Bargaining Unit representative and the Union representative at its offices on the lower level of 16 MacLellan street, subject to the Employer receiving a prior request and access taking place in a mutually agreeable time.



## **6.06 Union Executive Positions**

Where the Union has determined the requirement for a Full-time elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.
- (b) All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- (c) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- (d) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.
- (e) Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.
- (f) A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.

## **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, whether or not the Employee is a member of the Union. 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 Union 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 on her behalf. 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 In Small Options and Group Homes the Union may have a binder set up for this purpose of Union communication for all bargaining unit members.

## **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 Employer agrees to provide each bargaining unit member with a copy of the Collective Agreement and an information package upon hire.
- (c) The Union will also provide the Employer with the information package for new Employees, which may include a form to be completed by the new Employees for provision of information required by the Union and which will be completed by and forwarded to the Union by the Employee.
- 9.02 Upon hiring, each Employee shall be provided with a written statement of **the employee's** classification and employment status.
- 9.03 The Employer shall inform the Secretary of the Local of the hiring of new Employees, of said Employees' names, dates of hire, position and initial assignment.
- 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 hired to a permanent position shall serve a probationary period of one thousand five hundred sixty (1560) hours of **active employment** from start date in the probationary position. Upon successful completion of this 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.
- (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 A Term Employee who, on completion of a term position, is hired to fill a permanent position as a Probationary Employee, shall be credited with hours towards their probationary position subject to the following conditions:**
- (a) **The appointment to the permanent position must be within sixty (60) calendar days following completion of the term position;**
- (b) **The employee shall be credited towards the probationary period with an equivalent number of hours worked in the term position, up to a maximum of five hundred and twenty (520) hours; and**
- (c) **This provision shall apply only to hours worked in a term position following the first pay period following the signing date of this agreement.**
- 10.04 A 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.
- 10.05 An Employee terminated pursuant to Article 10.03 shall receive one (1) week's notice of termination or equivalent pay in lieu of notice.
- 10.06 An Employee shall be compensated for all approved orientations or shadow shifts worked during orientation.

## ARTICLE 11 - DISCIPLINE

- 11.01 No Employee who has successfully completed the probationary period pursuant to Article 10.01 and 10.02 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, or leaving a resident unattended without authorization requires a meeting between the Employee against whom an allegation has been made and the Employer, the Employee shall be entitled to have a Union representative present if **the Employee** desires.
- (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. **The Employee may waive the right to have a Union representative at the meeting. The Employer is only obligated to inform the Employee of the right to have a Union representative. It is the Employee's responsibility to arrange for Union representation.**
- 11.03 Where an Employee is suspended without pay or discharged, the Employer shall, within five (5) working 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 **they have** been suspended without pay or discharged contrary to Article 11.01, **the Employee** shall lodge **the** grievance at the second stage of the grievance procedure, pursuant to Article 24.06 (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 Executive Director, 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 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.

## ARTICLE 13 - JOB POSTING

13.01 Notwithstanding Article 13.02, vacant permanent or term positions will first be filled in accordance with Appendix "B" (Expression of Interest for Filling Vacancies - Permanent Employees Only). If the vacancy remains unfilled then it will be posted and filled in accordance with Articles 13.02 to 13.05.

13.02 (a) **Permanent Position**

When a new position or vacancy occurs within the Bargaining Unit, which the Employer intends to fill, the Employer shall post a notice of such new position or vacancy in the Union Communication Binder where Employees work for seven (7) calendar days.

(b) **Term Position**

A vacancy in a term position, as defined in Article 1.01 (l)(ii), that the Employer intends to fill shall be posted for a period of seven (7) calendar days.

(c) The notice shall include but not limited to the following:

- (i) The designated location of the position,
- (ii) Whether it is Full-time, Part-time, or Term,
- (iii) If Term, the expected duration of the assignment,
- (iv) The job requirements.

13.03 On job postings all candidates for the position will be assessed on the basis of their ability and qualifications which, in part, includes client compatibility. Where these are relatively equal, seniority shall be the determining factor.

13.04 (a) If the successful applicant for a posted vacancy is a Permanent Employee, the Employee will be placed in the position on a trial period for up to five hundred and forty six (546) hours **of active employment** to determine if the Employee is satisfactory for the position. After the successful completion of the trial period, the appointment shall become permanent. If the Employer, at its sole discretion, determines during the trial period that the Employee is unsatisfactory, **the Employee** shall be returned to **the Employee's** former or a similar position and salary without loss of seniority or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to **the Employee's** same or similar position and salary without loss of seniority or other benefits. In implementing the rearrangement of positions, no job postings shall be required.

- (b) A Permanent Employee appointed to a new position shall have a trial period of one hundred eighty two (182) hours from date of appointment to decide if **the Employee** is able to perform the duties of the new position in a satisfactory manner. If the Employee decides **they are** unsatisfactory for the position the Employee shall be permitted to vacate the position pursuant to the process outlined in 13.04 (a).

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

## ARTICLE 14 - HOURS OF WORK

### 14.01 Full-time Employees

- (a) The normal hours of work for full-time employees shall be a minimum of forty (40) and a maximum of forty-eight (48) hours a week.

14.02 The normal hours of work for Part-time employees shall be less than eighty (80) hours in a two week period, excluding additional shifts.

14.03 The Employer shall post the work schedule four (4) weeks in advance. For the ILS and Supervised Apartment Programs, the work schedule shall be posted two (2) weeks in advance.

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

### 14.05 Exchange of Shifts

- (a) It is understood that on occasion circumstances may require an Employee to request a shift exchange. Subject to operational requirements, a shift may be exchanged between Employees. The exchange must be submitted for approval in writing to the Employee's Supervisor at least two (2) business days prior to the exchanged shift. **If the exchange of shifts is requested by the employer, there shall be no loss of shift premiums by the employee.**
- (b) Notwithstanding the foregoing notice period, the two (2) business days' notice may be waived by the Employer where the Employee is unable to provide such notice due to circumstances beyond the Employee's control, and providing the request is communicated by direct consultation with the

Employee's Supervisor. The request shall then be submitted upon approval.

- (c) A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a reduction in an Employee's normal hours of work.

14.06 (a) The Employer shall ensure that no full-time employee is scheduled to work more than five (5) consecutive days in a two-week period with at least two (2) consecutive days off between any stretch of five (5) days which an Employee is required to work, unless mutually agreed between the Employee and the Employer.

- (b) The Employer shall ensure that no Part-time employee is scheduled to work more than seven (7) consecutive days in a two (2) week period unless mutually agreed between the Employer and the Employee. However, the time referred to in this article includes only regularly scheduled bargaining unit hours of work and does not include any relief hours of work performed by the Part-time Employee.

#### 14.07 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.

14.08 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.

14.09 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.

#### 14.10 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.

#### 14.11 Reduction of Hours

- (a) A reduction in hours means an Employee's regular contracted hours are reduced for a period greater than seven (7) calendar days but does not apply to an Employee whose regular hours are eighty (80) or more bi-weekly following the reduction.

- (b) When the reduction in hours is not mutually agreed between the Employee(s) and the Employer, the following conditions shall apply:
  - (i) The reduction in hours shall affect the junior Employee(s) at the location where the reduction is required, subject to qualifications and ability as set out in Article 13.03.
  - (ii) The affected Employee(s) shall receive ten (10) business days' notice of the pending reduction and the number of hours being reduced; except for ILS and supervised apartments, where the notice shall be forty-eight (48) hours.
  - (iii) The affected Employee shall be given first opportunity to work available hours to the extent required to make the Employee whole. "First opportunity" shall mean the affected Employee will be called for work first, subject to qualifications and ability as set out in Article 13.03.
- (c) Under no circumstances shall the affected Employee be entitled to work a shift that would result in overtime hours nor shall the Employer be required to split a shift in order to provide the affected Employee with additional hours.
- (d) Article 14.11 (a) and (b) will apply for twelve (12) months commencing the date of the reduction in hours, or until the affected Employee(s) has had their regular contracted hours restored, whichever occurs first.

14.12 Where the reduction pursuant to Article 14.11 (a) is seven (7) calendar days or less, Employees shall be provided sufficient work to keep them whole, unless mutually agreed otherwise between the Employee and the Employer.

## **ARTICLE 15 - OVERTIME**

- 15.01 (a) (i) Overtime for full time employees shall apply to all hours worked in excess of forty-eight (48) hours worked in either week of the bi-weekly pay period.
- (ii) Overtime for full time employees shall also apply to all hours worked in excess of their regular shift, provided the additional time worked exceeds thirty (30) minutes. For greater clarity, the first thirty (30) minutes contiguous to the regular shift shall be at the regular rate of pay and all time afterward at the overtime rate, pursuant to Article 15.05.
- (iii) There shall be no pyramiding of (i) and (ii) above.



- (b) Overtime for part time employees shall apply to all hours worked in excess of forty eight (48) hours worked in either week of the bi-weekly pay period.

15.02 All overtime must receive prior authorization from the Employer

15.03 Overtime shall be paid at the rate of time and one-half (1.5) the Employee's regular rate.

15.04 The Union is entitled to consult with the Employer or **the Employer's** representative whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

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

## **ARTICLE 16 - STAFF TRAINING**

### 16.01 Continuing Education

- (a) The Employer recognizes that staff training is an investment that benefits Celtic Community Homes 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 **the Employee's** regular rate of pay to a maximum of eight (8) hours a day to attend the program;
  - (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 nights 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.

### 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 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 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 shall be as set out in 16.01(b) above and Appendix "C" will be deemed amended to include the new course requirement.

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

- (a) It is the Employee's responsibility to maintain certification of the core competencies. The Employer will notify an Employee prior to the Employee's recertification date. 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 his or her time off. However, when an Employee attends the training on **the Employee's** 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 if prior authorization has been received. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on 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 and on each payday shall be provided with an itemized record of earnings and deductions.
- (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) Business Days of the problem being reported to the Employer.

- (d) It is the responsibility of the Employee to accurately complete **their** signed time sheet and submit it to the Employer not later than Monday 0900 hrs immediately following the end of the previous pay period. For greater clarity any error on or delay in submitting the time sheet resulting in a reduction or delay in the Employee's pay is the Employee's sole responsibility and Article 18.01 (c) does not apply.

18.02 (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, 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.

#### 18.03 Shift Differential & Weekend Premium

- (a) Employees' shall receive a shift differential for every regular hour worked between 8:00pm and 8:00am. **The shift differential shall be as follows:**

- **First full pay period following ratification \$2.35/hr**

- (b) Weekend Premium

Employees' shall receive a weekend premium for every regular hour worked between midnight Friday and midnight Sunday. **The weekend premium shall be as follows:**

- **First full pay period following ratification \$2.35/hr**

- (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, sick leave, RRSP, or any other benefits under this agreement.

## **ARTICLE 19 – VACATION**

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

19.02 Vacation Entitlement for Full-time Employees

**Full Time Employees shall be entitled to vacation with pay at the following rates:**

- (a) Less than three years (3) years Seniority – 6.67 hours for each full calendar month of paid employment (maximum of 80 hours per year)**
- (b) After three (3) years to seven (7) years Seniority – 10 hours for each full calendar month of paid employment (maximum of 120 hours per year)**
- (c) After seven (7) years to fifteen (15) years Seniority - 13.33 hours for each full calendar month of paid employment (maximum of 160 hours per year)**
- (d) After fifteen (15) years seniority – 16.67 hours for each calendar month of paid employment (maximum of 200 hours)**

19.03 (a) Vacation will be scheduled by location in accordance with the needs of the residents and where operational requirements permit. Vacations shall be scheduled in Article 19.03 (b) and (c) on the basis of bargaining -unit wide seniority applied on a work location basis.

(b) Summer Period (June 15<sup>th</sup> – September 15<sup>th</sup>)

- (i) Employees must submit their request for summer vacations by April 1<sup>st</sup>. The Employer shall post the vacation schedule setting out the approved vacation periods by April 15<sup>th</sup>. Once approved by the Employer vacation will not be altered without mutual agreement.
- (ii) It is understood that no Employee shall be granted more than fourteen (14) calendar days off until all Employees have had the opportunity to choose vacation time during the summer period, and these fourteen days must be taken in two (2) blocks, each of up to seven (7) consecutive calendar days and may be taken consecutively or separately. For greater clarity, one seniority choice can include two separate block periods.
- (iii) A vacation request submitted after the April 1<sup>st</sup> deadline may be approved by the Employer on a first come-first serve basis, providing the Employee gives five (5) business days' notice and operational requirements permit.

- (c) Christmas Period (December 15<sup>th</sup> - January 5<sup>th</sup>)  
Employees must submit vacation requests for the Christmas period by November 1<sup>st</sup> and the Employer shall post the vacation schedule by November 15<sup>th</sup>.
- (d) Where an Employee's requested time cannot be granted in (b) and (c) above, the Employee shall be given a reasonable opportunity (prior to the vacation posting date) to seek alternate dates, in accordance with Article 19.03(a)
- (e) Remainder of the Year
  - (i) Vacation requests outside the summer and Christmas periods must be submitted to the Employer at least five (5) business days prior to the start of the requested vacation time and the vacation will be granted on a first come - first serve basis, subject to operational requirements. The Employer shall respond to such requests within two (2) business days. Employees are entitled to utilize vacation in blocks or on a day-to-day basis.
  - (ii) In extenuating circumstances the Employer will consider a vacation request that is received with less than five (5) business days notice but the request will only be granted where operational requirements permit. Extenuating circumstances shall mean unforeseen personal situations that arise where the five (5) business days' notice would not have been possible.
- (f) An Employee who transfers to another work location voluntarily shall not be entitled to exercise their seniority to affect previously approved vacations granted in accordance with (b) and (c) above.

19.04 Full-time Employees shall normally be required to take vacation in the vacation year in which it is earned; however, the Employee may request to carry over up to **forty hours of vacation time** to the following year. The Employer may, at its sole discretion, approve greater period of carryover provided the Employee uses such additional days by March 31<sup>st</sup> of the carryover year.

- 19.05 (a) Upon separation from the Employer, an Employee shall be compensated for earned but unused vacation.
- (b) An Employee who, upon separation from the Employer has been advanced vacation leave, shall repay the Employer for the vacation leave that was taken but not earned.

#### 19.06 Illness During Vacation

If an Employee becomes ill during a period of vacation and requires admission to hospital, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to

time prescribe, the Employee will be granted sick leave and **the Employee's** vacation credits restored to the extent of the sick leave. The form is to be provided to the Employer immediately upon the return of the Employee. If the Employee does not have access to the Employer's form, the Employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) The date the Employee saw the physician;
- (b) The date the Employee became ill;
- (c) The nature of the illness;
- (d) The duration, or the expected duration of the illness.

#### 19.07 Vacation Pay for Part-time Employees

- (a) Part-time Employees who have been employed for less than eight (8) calendar years shall be entitled to four percent (4%) vacation pay. Employees who have been employed for more than eight (8) calendar years shall be entitled to six percent (6%) vacation pay.
- (b) Part-time Employees shall receive their vacation pay on a bi-weekly basis.

### ARTICLE 20 – PAID HOLIDAYS

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

- (a) 

New Year's Day	Labour Day
Heritage Day (Feb)	Christmas Day
Good Friday	Boxing Day
<b>July 1<sup>st</sup></b>	<b>Remembrance Day</b>
- (b) 

Easter Sunday	Thanksgiving Day
Victoria Day	<b>September 30 (Truth &amp; Reconciliation Day)</b>
Civic Holiday	
- (c) For the purposes of Article 20 "day" shall mean the Full Time Employees regular bi-weekly hours paid divided by ten (10).

#### 20.02 Holiday Pay

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

- 20.03 (a) A Full-time Employee who works on a paid holiday listed in 20.01(a) shall be paid at the rate of time and one-half (1½) the Employee's regular rate of pay for all hours worked and shall receive one (1) day's pay for the holiday.

- (b) A Full-time Employee who works on a paid holiday listed in 20.01(b) shall be paid at the Employee's regular rate for all hours worked and shall receive one (1) day's pay for the holiday.

20.04 An Employee shall be entitled to paid holiday providing **the Employee** has worked **their** scheduled working days immediately preceding and immediately following the holiday, unless on an approved paid leave of absence on those scheduled working days or on approved unpaid leave of absence on either or both of those days, but otherwise actively employed for the majority of the pay period in which the paid holiday falls.

#### 20.05 Permanent Part-time Employees

- (a) Permanent Part-time Employees shall receive two point four percent (2.4%) of regular biweekly pay in lieu of statutory holidays designated in the Labour Standards Act.
- (b) A Permanent Part-time Employee who is scheduled to work and works a paid holiday pursuant to 20.05(a) shall be paid at the rate of one and one half (1½) times the Employee's regular rate of pay for each hour worked on that day.

20.06 Employees will receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

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

**20.08 A Permanent Full-time or Permanent Part-time Employee who works on Christmas Eve (December 24) between 08:00 and 24:00 shall be paid at the rate of time and one-half (1 ½) the regular rate for each hours worked.**

### ARTICLE 21 – LEAVES OF ABSENCE

#### 21.01 Special Leave without pay

An Employee with at least two (2) years seniority 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 21.06(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 **common-law spouse, regardless of gender**, of more than one [1] year), child, ward, grandchild, father-in-law, mother-in-law, step-parent or stepchild.
- (b) An Employee shall be entitled to two (2) 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) 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.
- (d) The above entitlement is subject to proper notification being made by the Employee to the Employer.
- (e) In determining bereavement leave, if any of the days in (a) and (b) above is the Employee's scheduled working day it will be with pay. A day shall equal all hours scheduled to be worked by the Employee on the day taken as leave.
- (f) 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, who has been employed by **the** Employer shall be granted pregnancy leave in the following manner:

- (a) an unpaid leave of absence of **sixteen (16)** 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 who has one year seniority may take an unpaid leave of absence when **the employee** reasonably believes that **they** can no longer perform the duties of **the** position, or is in an environment that may be of risk to **the employee** or **the** unborn child.

## 21.06 Parental Leave

- (a) An Employee who has been employed by the Employer and who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to **sixty-one (61)** 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 new-born 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 **sixty-one (61)** 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.

#### 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 **the employee** is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from **the** 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 **the employee's** partner's child an Employee shall be granted one (1) day special leave with pay.

#### 21.11 Child Care Leave

An Employee may, upon request, be granted leave without pay for a period of up to six (6) months duration for the purpose of providing for the care and nurturing of pre-school age children.

#### 21.12 Compassionate Care Leave

Employees shall be entitled to a leave of absence without pay to a maximum of twenty-eight (28) weeks compassionate care leave in accordance with section 60E of the Labour Standards Code.

#### 21.13 Educational Leave

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

#### 21.14 Leave for Family Illness

**In the case of illness of any employee's immediate family, meaning husband, wife, spouse, son, daughter, father or mother, who permanently reside with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be**

granted, after notifying their immediate Supervisor, leave with pay up to three (3) days per annum, which leave shall be deducted from the employee's sick leave entitlement as provided under Article 22.02 effective on January 1, 2022.

#### 21.15 Intimate Partner Violence Leave

The terms of Intimate Partner Violence leave shall be in accordance with the provisions of *Labour Standards Code*.

### ARTICLE 22 – SICK LEAVE

#### 22.01 Sick Leave Defined

- (a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the Employee is not otherwise receiving pay for that day, that the Employee has sufficient sick leave credits and provided the Employee satisfies the Employer of his/her condition in the manner determined by the Employer pursuant to Articles 22.03 and 22.04.
- (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 Full-time Employee shall earn eight (8) hours sick leave for each full month of paid employment, up to a maximum accumulation of **two hundred (200)** hours.
- (b) A Part-time Employee shall earn prorated sick leave for the Part-time Employee's contracted hours worked to a maximum accumulation of **two hundred (200)** 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 person(s) designated by the Employer at least one (1) hour before the start of a day shift and at least four (4) hours before the start of an evening or night shift.
- (b) The Employer shall be responsible for coverage at work in any case of absence of an Employee due to a sickness.

#### 22.04 Verification

- (a) When sick leave is requested, the Employee shall provide the Employer with a self-verifying proof of illness form as prescribed by the Employer.
- (b) The Employer may request proof of illness from a legally qualified health care practitioner for extended absences due to illness or where the Employer has concerns regarding the pattern of sick leave usage. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- (c) Employees are obliged to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable enquiries to confirm that the Employee is sick and that **the Employee** is complying with reasonable treatment plans to support **the** earliest possible return to work.
- (d) The Employee may be required to provide information to the Executive Director regarding the nature of the illness or injury and the duration or expected duration of the absence, the fitness of the Employee to return to work, any limitations associated with the fitness of the Employee to return to work, and whether the illness or injury is bona fide.
- (e) For the purpose of this article, the Employer reserves the right to require an Employee to submit to an independent medical examination and the Employer shall be responsible for paying the associated cost.
- (f) If such documentation is not completed and produced the time absent from work shall be deducted from the Employee's pay.

#### 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.

## ARTICLE 23 - LAYOFF, RECALL AND RESIGNATION

### 23.01 Layoff

- (a) Layoff means the termination of employment due to a reduction in the workforce.
- (b) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff Employees shall be laid off in reverse order of seniority within the job classification, in accordance with the following:
  - (i) The junior Employee at the location where the reduction will occur will be laid off providing the senior Employees being retained are qualified to perform the work pursuant to Article 13.03.
  - (ii) If the affected Employee pursuant to (i) above is not the least senior Employee in the bargaining unit, then the least senior Employee shall be laid off and the affected Employee will displace the least senior Employee with equal or fewer contracted hours, provided the affected Employee is qualified to perform the work pursuant to Article 13.03.
  - (iii) A displaced Employee shall have the right to displace the least senior Employee in the bargaining unit pursuant to (ii) above. This process shall continue until the least senior Employee in the bargaining unit is laid off.
- (c) The right to bump shall not include the right to bump up in either hours of work or pay.
- (d) 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, **they** shall be paid for the days for which work was not made available.

### 23.02 Recall

- (a) Laid off Employees will have the right to recall for twelve (12) consecutive months following date of layoff.
- (b) 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.
- (c) An Employee who is recalled to work shall return to the services of the Employer within two (2) weeks of notice of recall. If the Employee fails to

return at that time, the name will be struck from the seniority list and the Employee shall have no further employment status with the Employer.

- (d) An Employee on layoff shall be responsible for providing the Employer with **their** most recent address and telephone number.
- (e) No new Employees will be hired until those who are on layoff and are qualified pursuant to Article 13.03 have been given an opportunity of recall.

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

#### 23.04 Bargaining Unit Work

Persons who are not in the Bargaining Unit shall not work on jobs in the Bargaining Unit where such work results directly in the layoff or reduction in contracted hours of a Permanent Employee.

#### 23.05 Resignation

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

### 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 Employee's** immediate Supervisor within ten (10) business days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the Employee. The Supervisor shall give a 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 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 **the** grievance in person, at any Step the Employee may 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 fifteen (15) business days after the circumstances giving rise to the grievance occurred or ought reasonably to have come to the attention of the party. A policy grievance shall not apply in cases of individual grievances and, for greater clarity, no individual remedy shall be available.

#### (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 without pay or discharge.

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

24.11 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**

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

### **25.02 Cost Sharing**

The Employer and the Employee shall cost share on a 50/50 basis the premiums for life (except as provided in Article 25.05), AD&D, health and dental insurance benefits.

### **25.03 Participation for Life and AD&D**

Participation shall be mandatory for life and AD&D.

### **25.04 Participation for Medical and Dental**

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 LTD Premiums**

Premiums for the long-term disability plan, including the \$25,000 life insurance policy attached to the LTD plan, shall be paid fully by the Employee and participation shall be mandatory.

### **25.06 Eligibility for Plan Participation**

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

### **25.07 Participation While on Unpaid Leave**

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

- (a) the plan provider approves the continued participation:

- (b) the Employee reimburses the Employer for the Employer and Employee portion of the premiums;
- (c) the Employee's remittance to the Employer for payment of the benefits remain current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

## **ARTICLE 26 – REGISTERED RETIREMENT SAVINGS PLAN**

26.01 Each Permanent Employee shall contribute to the Registered Retirement Plan (RRSP) upon successful completion of his/her probationary period or one (1) year of active employment, whichever occurs first. The Employer shall match Employee contributions to this plan at the rate of five percent (5%) of paid regular wages.

26.02 Participation in the RRSP is mandatory for all permanent full time and part time Employees. **The matched contribution rate shall increase to 6% effective date of signing and 7% effective October 31, 2023.**

## **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 come off payroll from the date and time of injury and shall immediately apply for Workers' Compensation benefits.

27.02 (a) In the event that the Employee's claim for Workers' Compensation is not approved the Employee shall be treated as being on regular sick leave for the period **they are** unable to perform his/her duties due to injury, which is limited to the existing sick leave credits then available for the Employee.

(b) In the event the Employee's claim for Workers' Compensation is approved, the Employer will pay the Employee seventy five percent (75%) of **the Employee's** gross pay for 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 two (2) days pay and the Employee's sick leave bank shall be credited accordingly.

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

## **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 client in the execution of these duties, the Executive Director shall arrange to reimburse the Employee for reasonable expenses, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items are watches, glasses and clothing. This also includes damage to an Employee's automobile, by the client, which occurs while transporting the client in the course of the Employee's regular job requirements.
- 28.02 The Employer shall, immediately following the signing of this Collective Agreement, develop a policy regarding the use of personal cell phones in the workplace.

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

- 29.01 NSGEU Local 54 and Celtic Homes shall participate in a Labour Management Committee which shall consist of up to two (2) representatives each of the Union and the Employer. The chairing of meetings shall rotate between one of the elected members of the Local and the Employer. Minutes shall be kept of all Labour Management Committee meetings and shall be circulated to committee members for review and approval following the meeting. Upon approval the minutes will be circulated to the homes for inclusion in the Union binder.
- 29.02 Meetings of the Labour Management Committee shall occur during normal business hours. Notwithstanding article 15.01 time spent by members of the Committee in the course of their duties will be at the Employee's regular rate of pay.
- 29.03 The Committee will discuss workplace matters brought forward by either party and make recommendations to the parties.
- 29.04 The Committee shall meet on a quarterly basis, unless otherwise agreed between the parties. The parties shall establish a terms of reference.

## **ARTICLE 30 – SENIORITY**

- 30.01 A seniority list shall be established for all Probationary, 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.
- 30.02 The seniority list will be brought up to date every six (6) months for the purpose of adding new Employees or deleting the name of any Employee who loses seniority, pursuant to Article 30.05. At each update (January and July), 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.
- (f) 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 address. If the Employee fails to do this, the Employer will not be responsible for a failure of the notice to reach the Employee.

30.05 Notwithstanding the foregoing provisions, a bargaining unit member who takes a position with the Employer that is not included in the bargaining unit shall retain and continue to accumulate seniority for a period of twelve months. This period may be extended by mutual agreement of the parties. At the expiration of the twelve month period or its extension, the Employee shall lose all accumulated seniority.

## **ARTICLE 31 – ADVERSE WEATHER CONDITIONS**

31.01 The Employer shall remain open during adverse weather conditions, and the Employees are expected to make every effort to report for work.

31.02 Employees shall notify their supervisor as soon as possible whether or not they are able to report to work.

31.03 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 have the option of using vacation or taking the day as a leave without pay. **For greater certainty and notwithstanding the foregoing, no Employee shall be permitted to leave the workplace early due to adverse weather conditions without first notifying the Employer.**

31.04 Individual or personal situations such as place of residence, family responsibility, carpools, etc., shall have no bearing on the application of this Article. All Employees shall be treated fairly.

## **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.

32.02 A Joint Occupational Health and Safety Committee shall be established between Celtic Community Homes Association and NSGEU Local 54. There shall be at least two (2) committee members appointed by the Employer and at least two (2) elected by the membership of Local 54.

32.03 Meetings of the Committee shall occur during normal business hours.

Notwithstanding Article 15.01, time spent by members of the committee in the course of their duties, which would include any approved training, shall be considered time worked and shall be paid at the Employee's regular rate of pay.

## **ARTICLE 33 - DURATION, RETROACTIVITY AND REOPENER DURING TERM**

33.01 This Agreement shall be effective from **November 1, 2019** to **October 31, 2023**.

33.02 It is agreed that there will be no retroactive effect given to any article of this Collective Agreement or matter arising between the parties prior to the signing date except for wages as set out in Appendix "A".

33.03 Wage rates for the Residential Rehabilitation Worker shall be as specified in Appendix "A" and are subject to Employees meeting the training standards as set out by the Department of Community Services.

33.04 After October 31, 2023, this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

33.05 Members who have left the employment in the bargaining unit between **November 1, 2019** and the date of ratification of this Collective Agreement shall be entitled to full retroactivity of any applicable wage increase. Members will have

sixty (60) days from the date of ratification to apply in writing for the retroactive wage increase in order to be eligible for the retroactive payment.

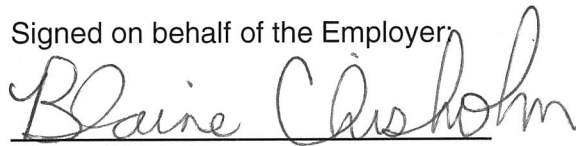
### 33.06 Reopener During Term of Agreement

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

DATED this 28 day of February, 2022.

#### CELTIC COMMUNITY HOMES ASSOCIATION

Signed on behalf of the Employer:



Blaine Chisholm

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#### NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

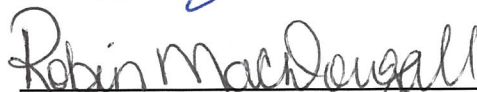
Signed on behalf of the Union:



Jason MacLean, President



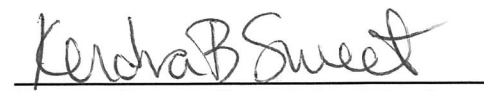
Tracey Best, Chief Negotiator



Robin MacDougall, Bargaining Member



Lucas Smith, Bargaining Member



Kendra Sweet, Bargaining Member



## APPENDIX "A"- WAGES

A-1

Classification

	Effective Date	<u>Hourly Wages</u>	
		<u>Step 1</u>	<u>Step 2</u>
<b>Residential Rehabilitation Worker</b>	November 1, 2019	\$18.83	\$19.83
	October 31, 2020	\$18.92	\$19.93
	November 1, 2020	\$19.21	\$20.23
	October 31, 2021	\$19.30	\$20.33
	November 1, 2021	\$19.59	\$20.63
	November 1, 2022	\$19.89	\$20.94

A-2

The Step 1 rate applies only to Employees hired after the date of ratification of this agreement.

A-3

An Employee will move to Step 2 upon successful completion of the probationary period.

## **APPENDIX "B"**

### **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 the Residential Rehabilitation Worker classification shall include a change in location, 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 "C"**

### **CORE COMPETENCIES**

The core competencies required by the Nova Scotia Department of Community Services for Residential Rehabilitation Workers are (as of March 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
8. **Food Handling Course**

## APPENDIX “D”

### TERM EMPLOYEES

Notwithstanding the term “Employee” as used in the Agreement, and for greater clarity, Term Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

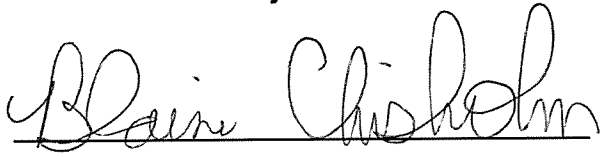
<b>Article 1</b>	–	<b>Definitions</b> – In its entirety, except 1.1 (g), (h), (i), and (j).
<b>Article 2</b>	–	<b>Recognition</b> - In its entirety.
<b>Article 3</b>	–	<b>Management Rights</b> - In its entirety.
<b>Article 4</b>	–	<b>Discrimination</b> - In its entirety.
<b>Article 5</b>	–	<b>Strikes and Lockouts</b> - In its entirety.
<b>Article 7</b>	–	<b>Checkoff</b> - In its entirety.
<b>Article 8</b>	–	<b>Union Communications</b> - In its entirety.
<b>Article 9</b>	–	<b>Information</b> - In its entirety.
<b>Article 11</b>	–	<b>Termination and Notice</b> 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.
<b>Article 12</b>	-	<b>Employee Performance Review and Employee Files</b> 12.01 and 12.02 only
<b>Article 13</b>	–	<b>Job Posting</b> The Term Employee may apply for a posted permanent position.
<b>Article 14</b>	–	<b>Hours Of Work</b> - In its entirety.
<b>Article 15</b>	–	<b>Overtime</b> - In its entirety.
<b>Article 17</b>	–	<b>Travel</b> - In its entirety.
<b>Article 19</b>	–	<b>Vacations</b> The Term Employee shall receive four per cent (4%) vacation pay on wages earned during each pay period.
<b>Article 20</b>	–	<b>Holidays</b> –if full time, in its entirety, except 20.05. If part time, Article 20.05, and 20.06 only.
<b>Article 21</b>	–	<b>Leaves of Absence</b> – Articles 21.03, 21.04& 21.10 only
<b>Article 24</b>	–	<b>Grievance and Arbitration</b> - In its entirety.
<b>Article 27</b>	–	<b>Compensation For Injury On Duty</b> - In its entirety.
<b>Article 28</b>	–	<b>Damage To Employee Property</b> - In its entirety.
<b>Article 29</b>	–	<b>Labour Management Committee</b> - In its entirety
<b>Article 32</b>	–	<b>Duration And Retroactivity</b> - In its entirety.
<b>Article 33</b>	-	<b>Health and Safety</b> - In its entirety
<b>Wages</b>	–	A Term Employee shall be paid at the Appendix "A" step 1 rate for the duration of the Term Position.
<b>Appendix “D”</b>	–	<b>Term Employees</b> - In its entirety

## MEMORANDUM OF AGREEMENT

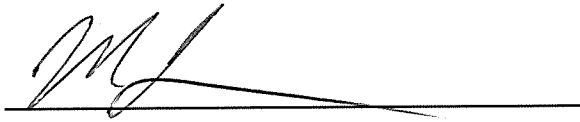
Any general economic wage increase or shift differential or weekend premium increase that applies to a NSGEU Disability Support Program Residential Sector Collective Agreement in the province of Nova Scotia in excess of a 1.5% general economic wage increase in year 3 and/or year 4 will be applied to this Agreement.

Dated this 28 day of February, 2022.

**Celtic Community Homes Inc.**

A handwritten signature in cursive script, reading "Blaine Chisholm", is written over a horizontal line.

**Nova Scotia Government & General Employees Union**

A handwritten signature, appearing to be "MJ", is written over a horizontal line.