

Collective Agreement

Between

**Colchester Residential Services Society
(Hereinafter referred to as the “Employer”)**

and

**Nova Scotia Government & General Employees
Union
(Hereinafter referred to as the “Union”)**

November 1, 2007 to October 31, 2010

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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to establish harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of service and to promote the well-being and the increased effectiveness of its employees, accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting employees covered by this Agreement.

And whereas it is agreed that the parties recognize that the purpose of the Colchester Residential Services Society is to provide services to persons with intellectual disabilities which are integrative, individualized, social role valorizing, respectful of the dignity and rights of the client, and consistent with the principles and philosophy of the organization.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01** "Bargaining unit" – means all persons employed in probationary, **term** and permanent positions, except those excluded as defined in Article 2.01.
- 1.02** "Casual" is a person who is hired to cover the absence of permanent employees or to perform special projects. Casuals are not covered by the collective agreement and are not in the bargaining unit.
- 1.03** "Day" means a period of eight (8) hours for the purposes of calculating leave benefits, unless specified otherwise in a particular Article.
- 1.04** "Employee" means a person who is included in the bargaining unit.
- 1.05** "Employer" means the Colchester Residential Services Society.
- 1.06** "Grant Sponsored Person" is a person who is paid by, and is under the control of a government sponsored work program. The provisions of this agreement do not apply to grant sponsored persons and they are not in the bargaining unit.
- 1.07** "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a holiday in this Agreement.

- 1.08 A “Night Sleep Shift” means a ten (10) hour shift scheduled between 10:00 p.m. and 9:00 a.m. during which the employee is scheduled to work two (2) active hours and is scheduled to sleep the remainder of the shift.**
- 1.09 “Permanent Employee” is a member of the bargaining unit who:**
- (a) is a regular full-time employee employed to work the regular hours of work outlined in Article 14 on a regularly scheduled and recurring basis and who has completed the probationary period; or
 - (b) is a regular part-time employee employed to work less than the full-time hours outlined in Article 14 on a regularly scheduled and recurring basis and who has completed the probationary period.
- 1.10 “Probationary Employee” is one hired for a permanent position who has not completed the probationary period.**
- 1.11 “Seniority” means the length of continuous employment since the most recent date of hire in the bargaining unit. An employee is considered to have a new date of hire when the employee returns after: having resigned; or after an unpaid leave of absence exceeding three (3) months, other than an unpaid leave for sick leave, long-term disability, or other than an unpaid leave provided for under Articles 20.04 (pregnancy leave), 20.05 (parental leave), 20.06 (parental leave for adoptive parents), 20.10 (educational leave), or 20.13 (compassionate care leave).**
- 1.12 “Service” means the total accumulated months of employment with the Employer in probationary and permanent positions.**
- 1.13 “Term Employee” means a casual, as defined in Article 1.02, hired to fill a term position. The term employee shall be covered by the provisions of the Collective Agreement as outlined in Appendix “D”.**
- 1.14 “Term Position” is a position in the bargaining unit which will be vacant for a period greater than twelve (12) consecutive weeks but not more than fifty-two (52) weeks, due to the absence of a permanent employee or for additional temporary staffing. The fifty-two week period may be extended by mutual agreements of the parties.**
- 1.15 “Union” means the Nova Scotia Government and General Employees Union (NSGEU)**
- 1.16 “Work Day” excludes Saturday, Sunday and Statutory Holidays.**

ARTICLE 2 - RECOGNITION

2.01 RECOGNITION

The Employer recognizes the NSGEU as the sole and exclusive collective bargaining agent for all full-time, regular part-time **and term** employees employed by Colchester Residential Services Society, Truro, Nova Scotia, but excluding casuals, administrative staff, program supervisors and those above the rank of program supervisor and those persons excluded by paragraphs (a) and (b) of subsection (2), of Section 2 of the *Trade Union Act*.

2.02 No MUTUAL AGREEMENTS

No employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS

The management and direction of employees, operations and services is vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, 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.

3.02 INCLUDED IN MANAGEMENT RIGHTS

Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) hire, classify, transfer, direct, reprimand, suspend, discharge or otherwise discipline;
- (b) determine the work requirements, responsibilities and standards of work to be performed;
- (c) specify assignments for employees;

- (d) expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the Bargaining Unit;
- (e) determine the size and composition of the workforce according to the needs of the Employer;
- (f) make or amend policies, procedures and practices provided that such policies, procedures and practices applying to members of the Bargaining Unit are not contrary to the terms of this Agreement;
- (g) maintain order and efficiency and generally manage the Society, direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

3.03 HOMES FOR SPECIAL CARE ACT

The Parties recognize that the services provided by the Employer must conform with the provisions of the *Homes for Special Care Act* and the directives, procedures, and policies mandated by the Department of Community Services.

ARTICLE 4 - DISCRIMINATION

4.01 No DISCRIMINATION

The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by it with respect to any employees and without restriction the generality of the foregoing, the Employer shall not discriminate by reason of race, colour, religious or political affiliation, sex, age, marital status, physical handicap, ethnic or national origin, or by reason of membership or non-membership in the Union or activities on behalf of the Union, except where provincial legislation expressly overrides this Collective Agreement.

4.02 WORKPLACE FREE OF HARASSMENT

- (a) Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment based upon the characteristics set out in Article 4.1.**
- (b) The Employer, in consultation with the Union, shall 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 GENDER PREFERENCE

The parties recognize and acknowledge that gender preference in staff hiring, transfer and promotion constitutes a bona fide occupational requirement and therefore does not constitute grounds for discrimination.

4.04 SAME SEX SPOUSES

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

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No STRIKE OR LOCKOUT

During the life of this Agreement, and pursuant to the *Trade Union Act*, no employee(s) shall strike, and the Employer shall not lock out employees.

5.02 DEFINITIONS

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

ARTICLE 6 - UNION ACTIVITY

6.01 NOTIFICATION

The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of Supervisors to the NSGEU.

6.02 LEAVE OF ABSENCE FOR UNION BUSINESS

On request of the Union, and where operational requirements permit, leave of absence with pay may be granted to employees designated by the Union to attend to union business. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

6.03 RECOGNITION, RIGHTS AND DUTIES OF STEWARDS

- (a) Local Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this

Agreement which are limited to the processing of complaints or grievances. Permission to leave work during working hours for such purposes must be obtained from the Supervisor or Executive Director.

- (b) When a Steward is required to attend a formal grievance meeting during non-working hours, they shall receive time off in lieu on an hour-for-hour basis at a time mutually agreed between the Employer and the employee. The time must be taken within two (2) weeks of the formal grievance meeting and must be at a time when the Supervisor or Executive Director determines that there will be no cost to the Employer in terms of requiring the use of replacement personnel.

6.04 CONTRACT NEGOTIATIONS

Leave of absence with pay for Union leave shall be granted to not more than four (4) employees to attend negotiation sessions with the Employer for a renewal of this Agreement. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

6.05 LEAVE OF ABSENCE FOR THE FULL-TIME PRESIDENT

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

- (a) An employee who declares her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) she is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All group insurance benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President

by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.

- (g) Upon expiration of her term of office, the employee shall be reinstated to the same or equivalent position she held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave and with no loss of seniority for the period of absence.
- (h) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be paid out to the employee at the time she commences the leave.
- (i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence. The Union shall also reimburse to the Employer the Employer's cost of re-certification for Standard First Aid.

ARTICLE 7 - UNION DUES

7.01 DEDUCTION OF UNION DUES

The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the semi-monthly pay of all employees in the Bargaining Unit. Dues deductions for employees entering the Bargaining Unit shall commence at the first full semi-monthly pay period.

7.02 NOTIFICATION OF DEDUCTION

The Union shall inform the Employer, in writing, of the amount to be deducted for each employee.

7.03 REMITTANCE OF UNION DUES AND MEMBERSHIP INFORMATION

The amounts deducted from the pay of the employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union within three (3) weeks after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf. **Deductions shall also be accompanied by a list naming which union members are on leave and/or have left their bargaining unit positions.**

7.04 LIABILITY

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 - MEMBERSHIP COMMUNICATION

8.01 UNION COMMUNICATIONS

In Group Homes, in the main office, and in the Resource Centre the Union may have a binder for the inclusion of Union material for the purpose of communicating to its members. **A notation limited to advising staff that material has been added to this binder may be noted in the daily staff communication binder.**

ARTICLE 9 - INFORMATION

9.01 COPIES OF AGREEMENT

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

9.02 STATEMENT OF APPOINTMENT

Upon hiring, each employee shall be provided with a statement of employment status.

9.03 NEW EMPLOYEES

- (a) The Union Representative shall be scheduled on the agenda during the orientation week to acquaint new employees with Union business.
- (b) (i) The Employer shall inform the Secretary of the Local on a monthly basis of the hiring of new employees, of the said employees' names, dates of hire, positions and locations of employment. The Union may provide the Employer with a form to be completed by new employees for provision of address and phone number to the Union, to be forwarded by the employee to the Union. The Employer will include the form in the employee Orientation Package.

- (ii) Where any of the foregoing information is protected by privacy legislation, the Union shall provide the Employer with the employee's signed consent to release the information to the Union.

(c) The Employer agrees to provide employees new to the Bargaining Unit with a copy of the Collective Agreement and an information package provided by the Union upon signing of the Letter of Offer.

9.04 POSITION DESCRIPTIONS

- (a) Employees shall be provided with current job descriptions outlining the duties and responsibilities of their positions.
- (b) Copies of all current job descriptions for Bargaining Unit Employees shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised job descriptions shall be provided to the Union within fifteen (15) days of final revisions.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of one thousand five hundred and sixty (1560) hours. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.

10.02 TERMINATION OF PROBATIONARY EMPLOYEE

Probationary employees 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.

10.03 CONFIRMATION OF PERMANENT EMPLOYMENT

The Employer shall, upon successful completion of the probationary period, confirm employment on a permanent basis.

10.04 MEDICAL ASSESSMENT

If the Employer requires an employee to undergo a medical assessment, then the cost of such examination shall be paid by the Employer.

10.05 COMPENSATION FOR SHADOW SHIFTS

An employee, upon appointment to a probationary position, shall be compensated for all shadow shifts attended.

10.06 POSTED POSITIONS

- (a) A Probationary Employee shall be eligible to move once to a permanent position outside the employee's cluster, in which case the employee must complete the balance of the probationary period in the new position. For the avoidance of doubt, Article 10.02 shall apply.**
- (b) Notwithstanding Article 13.04 (a) (ii), upon successful completion of the probationary period, the Employee will be subject to a trial period in the new position of five hundred and twenty (520) hours, less the balance of probationary hours served in that position. No further trial period will be required when the balance of probationary hours in the new position is five hundred and twenty (520) hours or greater.**

ARTICLE 11 - DISCIPLINE

11.01 JUST AND SUFFICIENT CAUSE FOR DISCIPLINE

- (a) No employee who has successfully completed the probationary period shall be disciplined, except for just and sufficient cause.**
- (b) When an investigation into allegations requires a meeting between the employee against whom an allegation has been made and the Employer, or when a supervisor is setting up a meeting with an employee to impose discipline, the employee shall be advised in advance of that purpose so that the employee may contact the Steward to be present. Shop Stewards shall not be compensated by the Employer for time spent at any such meetings.**

11.02 NOTIFICATION OF EMPLOYEE AND UNION

- (a) Where an employee is suspended without pay or discharged, the Employer shall, within ten (10) working days of the suspension or discharge, notify the employee in writing stating the reason for the suspension or discharge.
- (b) Provided the Employer is aware of a suspension or discharge prior to the employee's shift, the Employer will make every reasonable effort to notify the employee at home.
- (c) The Employer will give a copy to the Union when an employee is suspended without pay or discharged.
- (d) 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.

11.03 GRIEVANCE

Where an employee alleges that he has been suspended without pay for more than one shift or discharged contrary to Article 11.01, he shall lodge his grievance at the second stage of the grievance procedure in accordance with the timelines set out in Article 23.

11.04 PROGRESSIVE DISCIPLINE

The Employer agrees with the principle of progressive discipline, however, where the seriousness of the circumstances warrant, more serious disciplinary action may be imposed, including suspension and discharge.

11.05 SUBSTANCE ABUSE

In cases of substance abuse, the Employer shall recognize the employee's addiction and willingness to seek medical help without fear of reprisal, except if the behaviour resulting from the abuse has had serious negative implications for the Employer, its staff or clients. If a second incident occurs, it shall be considered to be a serious incident and shall be subject to suspension or immediate dismissal.

11.06 RULES OF WORK

Without limiting the methods which may be deployed by the Employer to notify employees, the Employer may, at any time, post rules of work and the posting shall be deemed to be notice to all employees. Breach of such

rules may be the basis for discipline up to and including discharge. The Employer agrees that such rules shall not be discriminatory.

11.07 PURGING FILES

- (a) Where written documentation of disciplinary action exists in an employee's file and where formal disciplinary action has not occurred for a period of two (2) years after the date of the written documentation, that documentation shall be removed from the employee's file. It is understood that the period of time referred to herein includes the disciplinary record of employees prior to the signing of the Collective Agreement.
- (b) When an employee has been disciplined for a medication error, the record of discipline relating to that particular medication error shall be removed from the employee's file and destroyed one year after the incident.

ARTICLE 12- EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

12.01 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

A formal review of an employee's performance shall be made annually. The employee shall be given an opportunity to discuss, comment, and sign the review form in question to indicate that its contents have been read. A copy of any written review will be given to the employee.

12.02 ACCESS TO PERSONNEL FILES

Employees shall have access to their personnel files within a reasonable period of time of request. **Upon request, employees shall be provided with a photocopy of any documents in their file.**

ARTICLE 13 - JOB POSTING

13.01 JOB POSTING

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 where employees work for seven (7) calendar days.

13.02 TEMPORARY TRANSFERS FOR PREGNANCY AND PHYSICAL NEEDS

Notwithstanding Article 13.01, the Employer shall make every reasonable effort to grant requests for temporary transfers based on pregnancy and physical needs of the employee for periods of up to three (3) months and upon certification of need by a qualified medical practitioner. Extensions shall be granted for pregnancy upon the recommendation of a qualified medical practitioner. Temporary transfers shall be into new or vacant positions, which shall not require posting; or if the transfer is to an occupied position, with the mutual consent of the other employee.

13.03 FILLING POSITIONS

- (a) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. Where no bargaining unit applicant is determined to be qualified, the Employer may proceed to consider applicants from outside the bargaining unit.
- (b) In filling positions, all applicants will be assessed on the basis of qualifications and ability. Where, in the opinion of the Employer, the qualifications and ability are relatively equal, seniority shall be the deciding factor.

13.04 TRIAL PERIOD

- (a) (i) **Subject to 13.04 a) (ii), a permanent** employee who is the successful applicant to a new or vacant position shall be given a trial period for five hundred and twenty (520) hours in the new position.
- (ii) **No further trial period will be required where the employee is appointed to a new or vacant position within the employee's cluster.**
- (b) If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, she/he shall be returned to her/his former or a similar position and salary without loss of seniority or other benefits. Any other employee **affected** because of the rearrangement of positions shall be returned to her/his same or similar position and salary without loss of seniority or other benefits. After the successful completion of the trial period, **the appointment** shall become permanent. In implementing the rearrangement of positions, no job postings shall be required.

- (c) **An employee serving a trial period will be eligible to apply for a vacant position following three (3) months service in the trial period.**

13.05 GENDER PREFERENCE

Notwithstanding Article 13.03, job postings may state a preference of gender for the purposes of personal care and role modelling for residents.

ARTICLE 14 - HOURS OF WORK

14.01 HOURS OF WORK

- (a) The regular hours of work for full-time employees shall be forty (40) hours per week.
- (b) The regular hours of work for part-time employees shall be less than forty (40) hours per week, excluding additional shifts.

14.02 ADVANCE NOTICE OF SCHEDULE

The four week shift schedule shall be posted two weeks in advance.

14.03 MAINTAIN THE EXISTING SCHEDULE

Subject to operational requirements or funding, the Employer agrees to maintain the existing schedule. ***When it is deemed by the Employer that the regular rotating schedule must be changed due to operational requirements, a minimum of four (4) weeks notice will be given.***

14.04 SHORT NOTICE CHANGES

The Employer recognizes that short notice change to an employee's shift schedule is difficult and the Employer will make every reasonable effort to minimize schedule changes. Nevertheless, changes in operational needs sometimes necessitates short notice scheduling changes. Changes to an employee's schedule after it has been posted may be made by the Employer, **provided twenty-four (24) hours notice is given to the employee and the employee has been consulted.**

14.05 EXCHANGE OF SHIFTS

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no additional cost to the Employer.

14.06 ADDITIONAL SHIFTS

Part-time employees shall be eligible for additional shifts in accordance with Appendix "B".

14.07 EMPLOYER RESPONSIBILITY TO SCHEDULE

It is the sole responsibility of the Employer to schedule the hours of work of employees as long as it does not contravene the express requirements of this agreement.

ARTICLE 15 - OVERTIME

15.01 DEFINITIONS

- (a) Overtime for full-time employees shall apply to all hours worked in excess of the ***employee's regularly scheduled work day or in excess of the*** regular hours of work outlined in Article 14.01 (a). **However, an employee who works in excess of the regular scheduled day may, at the employee's sole option, request to reduce his/her hours of work an equivalent amount of time that same week so that the weekly hours of work will not exceed forty (40) and overtime will not apply for the day the extra time was worked.**
- (b) Overtime for part-time employees shall apply to all hours worked in excess of forty-eight (48) hours a week.
- (c) Notwithstanding the foregoing, for staff meetings and I.P.P. meetings, employees will be paid at their regular hourly rate for the first three (3) hours.

15.02 AUTHORIZATION OF OVERTIME

- (a) All overtime must receive prior authorization of the location Supervisor, on-call Supervisor or the Executive Director, except in the case of **night sleep** shifts when the overtime and its circumstances must be reported to the on-call Supervisor at the end of the shift.

- (b) No employee will be required to work overtime against his/her wishes when other employees are available and capable of performing the required work, except when the overtime required is contiguous with the employee's shift.

15.03 NIGHT ASLEEP SHIFTS

An employee who is required to attend to a resident or emergency during an **night asleep** shift will be compensated at the straight time rate and rounded pursuant to Article 15.07.

15.04 OVERTIME COMPENSATION RATE

Compensation rates for employees for overtime hours shall be time and one-half.

15.05 OVERTIME COMPENSATION

- (a) Compensation for overtime for a full-time employee shall be in the form of time off **or pay, as** mutually agreed between the employee and the Employer. **If time off is elected, the Employer shall endeavour to grant the time requested by the employee.** When time off with pay cannot be granted within ninety (90) calendar days of the overtime being worked, compensation for overtime shall be in pay. No vacation or special leave may be taken before time off in lieu of overtime has been used.
- (b) **Compensation for overtime for part-time employees shall be in the form of pay.**

15.06 OVERTIME ELIGIBILITY

An employee must work at least ten (10) minutes beyond his normal shift before being eligible for overtime compensation.

15.07 COMPUTING OVERTIME

In computing overtime, a period of thirty (30) minutes or less, shall be counted as one half ($\frac{1}{2}$) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

ARTICLE 16 - TRANSPORTATION

16.01 REIMBURSEMENT

The Employer agrees to reimburse employees for travel if prior authorization has been received. The rate of reimbursement **at the date of the signing of the Collective Agreement** is thirty-four (34) cents per kilometre. **The Employer agrees that should an increase in the rate be approved by the Department of Community Services, the increase will be paid to employees effective the date the increase was approved.**

ARTICLE 17 - PAY PROVISIONS

17.01 RATES OF PAY

The Employer shall pay salaries and wages semi-monthly in accordance with Appendix "A" attached hereto and forming part of this Agreement. Employees shall be provided with an itemized record of wages, overtime, other pay and deductions.

17.02 NIGHT SLEEP SHIFT

- (a) The night sleep shift shall include two (2) active hours and eight (8) sleep hours, all of which will be deemed to be equivalent to two (2) hours work for the purpose of the Collective Agreement.**
- (b) Effective the first pay period following the signing of this agreement, an employee working a night sleep shift shall receive a stipend of forty-four dollars (\$44.00) for the eight (8) sleep hours and the two (2) active hours shall be paid at the employee's regular rate.**

17.03 SHIFT DIFFERENTIAL

- (a) employees shall receive a shift differential per hour for every regular hour worked between 7:00p.m. and 7:00a.m. in accordance with the following effective rates:**
 - (i) Effective April 1, 2008 -\$0.50 per hour**
 - (ii) Effective October 31, 2008-\$1.00 per hour**
 - (iii) Effective March 31, 2009 - \$1.50 per hour**

- (b) Weekend Premium**

Employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday in accordance with the following effective rates:

- (i) Effective April 1, 2008 - \$0.50 per hour
- (ii) Effective October 31, 2008 - \$1.00 per hour
- (iii) Effective March 31, 2009 - \$1.50 per hour

- (c) Shift differential and weekend premiums shall not apply to night sleep shifts.
- (d) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RPP, or any other benefits under this agreement.

NIGHT AWAKE SHIFTS AND TRAINING

Employees scheduled to work a night awake shift immediately prior to a day of training and/or are scheduled to work a night awake shift the day of training shall:

- (a) if scheduled for both the above shifts, receive one shift off with pay and, at their request, be granted the second shift off and paid from banked time or be granted the second shift off and rescheduled to work an additional shift;
- (b) if scheduled to work only one of the above shifts, be granted the shift off with pay.

For the purpose of this Article, a day of training shall be deemed to be training of more than four hours in one day.

ARTICLE 18 - VACATIONS

18.01 VACATION YEAR

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

18.02 VACATION ENTITLEMENT FOR FULL-TIME EMPLOYEES

- (a) Full-time employees shall earn vacation with pay at the following rates:
 - (i) during the first seven (7) years of service -- 10 hours for every 173.3 hours paid;

- (ii) after (7) years of service --13.33 hours for every 173.3 hours paid.
- (b) **Full-time** employees may carry-over vacation leave for a period of not more than forty (40) hours to the following year. The vacation leave carried over shall lapse if not used before the close of that year **unless the employee is unable to schedule vacation due to the Employer's operational requirements. In such cases the employee may choose to either carry over the unused vacation time or have it paid out.** Notification of carry-over entitlement shall be made in writing by the employee to the Executive Director or delegate not later than March 1st.
- (c)(i) **A full-time employee who requests to take and is granted up to ten (10) vacation days in the period June 1-August 31 and who will not have earned sufficient vacation credits or any other banked time to enable him/her to take ten (10) paid days during that period shall, on written request, be advanced the required number of vacation days to bring the employee's vacation bank to ten (10) days; however, the total maximum number of vacation days advanced shall not exceed forty (40) hours.**
- (ii) **The vacation advance shall be re-paid by the employee by the close of the vacation year. Upon separation from the Employer, the employee shall compensate the Employer for vacation which was taken but not earned.**

18.03 VACATION ACCUMULATION AND PAY OUT FOR PART-TIME EMPLOYEES

- (a) Part-time employees who have been employed for less than eight (8) years shall be entitled to four percent (4%) vacation pay. Employees who have been employed for more than eight years shall be entitled to six percent (6%) vacation pay.
- (b) **Vacation pay shall accumulate and be paid to the part-time employee at the time he/she takes vacation or be paid automatically to the part-time employee the last regular pay day in September and in March.**
- (c) **Notwithstanding (b) above**
 - (i) **a part-time employee may request, in writing, by September 1st that all or part of the pay out be held back for vacation to be taken prior to March 31st,**

- (ii) part-time employee may request in writing by March 1st to carry over four hundred dollars (\$400.00) in banked vacation pay to the following year.

18.04 NOTICE OF VACATION

(a) (i) Prime Time – June 1 to August 31

In scheduling vacation periods, senior employees shall have preference, subject to operational requirements. Not later than April 1st of each year, the Employer shall post a "Request for Vacation Leave" form on which employees shall indicate their choice of vacation for the upcoming June 1st through August 31st (prime time) period. This form will be completed by the employee not later than April 15th and the Employer shall post, not later than May 1st, a vacation roster setting out the approved vacation periods. Should employees neglect to complete the "Request for Vacation Leave" form, they shall forfeit the right to exercise seniority for vacation during the prime time period over employees for whom approval has been posted. It is understood that no employee shall be granted more than two (2) consecutive weeks of vacation until all staff have had the opportunity to choose vacation time during the prime period of June 1 to August 31.

- (ii) Employees may exercise their seniority rights under Article 18.04 (a) (i) only once and for a maximum period of two (2) consecutive weeks where there is a conflict in vacation requests.

(b) September 1 to May 31

(i) Vacation leave during the period of September 1st through May 31st of each year shall be granted on a "first come, first serve" basis, subject to operational requirements and conditional on the employee providing notice of vacation request on the approved form as follows:

- One (1) day requires two (2) **work** days notice;
- Two (2) days requires four (4) **work** days notice;
- More than three (3) days and less than six (6) days requires two (2) weeks notice;
- Six (6) days or greater requires two (2) months notice.

- (ii) Pursuant to (i) above, and for greater clarity, operational requirements of the Employer will be mitigated where the

vacation request is received by the Employer prior to the work schedule being posted.

- (iii) Notwithstanding Article 18.04 b) (i), an employee who does not exercise seniority rights under 18.04 a) may opt to exercise seniority rights under 18.04 b) (i) with the same terms and conditions applying as specified in 18.04 (a). The exercise of seniority rights shall not be used to cancel another employee's vacation that was approved prior to the senior employee's request.

18.05 EMPLOYEE COMPENSATION UPON SEPARATION

An employee, upon his separation from the Employer, shall be compensated for vacation leave to which she is entitled.

18.06 VACATION INFORMATION

An employee is entitled to be informed, upon request, of the balance of her vacation leave with pay credits.

18.07 NO RECALL DURING VACATION

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

18.08 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 her 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; and
- (e) written confirmation of hospitalization.

ARTICLE 19 - HOLIDAYS

19.01 HOLIDAYS

Holidays are defined to be as follows:

Statutory Holidays (Full-time and Part-time employees)

New Year's Day, Good Friday, Canada Day, Labour Day or Christmas Day

Other Holidays (Full-time employees)

Easter Sunday, Victoria Day, Thanksgiving Day, Remembrance Day, Boxing Day, Civic Holiday

19.02 HOLIDAY SCHEDULED DAY OFF

Full-time Employee

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

Part-time Employee – Statutory Holidays

When a holiday listed under Statutory Holidays falls on a Part-time Employee's scheduled day off, the employee shall be paid Holiday Pay prorated according to hours worked in the thirty (30) days immediately preceding the Holiday provided that:

- (a) he/she has received, or is entitled to receive, wages for at least eighty (80) hours during the preceding thirty (30) days,
- (b) he/she has worked his/her scheduled working days immediately preceding and immediately following the holiday, unless on an approved leave or otherwise directed to be absent.

19.03 COMPENSATION FOR FULL-TIME EMPLOYEES – SCHEDULED DAY OF WORK

(a) Statutory Holidays

When an employee's regularly scheduled day of work falls on a Statutory Holiday, the Employer shall, with the mutual consent of the employee:

- (i) grant eight (8) hours or the actual hours of the shift, whichever is greater, off with pay; or
- (ii) pay the employee his regular rate of pay for the holiday plus one and one-half (1½) her regular rate of pay for hours worked; or
- (iii) pay the employee her regular rate of pay for the holiday worked plus time off in lieu of the additional one and one-half (1½) times his/her regular rate of pay for the time worked.

(b) Other Holidays

When an employee's regularly scheduled day of work falls on a Holiday listed under Other, the Employer shall, with the mutual consent of the employee:

- (i) grant eight (8) hours or the actual hours of the shift, whichever is greater, off with pay; or
 - (ii) pay the employee his regular rate of pay for the holiday worked, plus eight (8) hours straight time for the holiday; or
 - (iii) pay the employee his regular rate of pay for the holiday worked plus time off in lieu of the additional eight (8) hours for the holiday.
- (c) Lieu time granted under this provision shall be granted in accordance with the notice provisions set out in Article 18.04 (b).
- (d) **Employees shall indicate their preferred method of payment as outlined above when submitting their time sheet covering each specific Holiday.**

19.04 COMPENSATION FOR PART-TIME EMPLOYEES – HOLIDAY WORKED

Statutory Holidays

A Part-time employee required to work a holiday listed under Statutory Holiday shall be paid at the rate of two and one-half (2.5 x) the employee's regular rate for each hour worked on the holiday.

Remembrance Day

A part-time employee who works Remembrance Day shall be paid at the straight time rate for hours worked in addition to the employee's regular pay for that day (2 x), provided the employee has met the conditions set out in 19.02 (a) and (b).

19.05 CHRISTMAS OR NEW YEAR'S DAY OFF

Where operational requirements permit, employees will receive either Christmas Day or New Year's Day off **on a rotating basis**, unless otherwise mutually agreed.

19.06 REQUEST FOR TIME OFF ON A HOLIDAY

Notwithstanding Article 18.04, an employee who requests to be scheduled off on a holiday listed in Article 19.01 must provide the Employer with the request for time off at least three weeks prior to the holiday in order to be given priority for the holiday off.

19.07 STANDBY ON STATUTORY HOLIDAYS, CHRISTMAS EVE AND NEW YEARS EVE

- (a) A full-time employee who is scheduled to work Christmas Eve, New Years Eve or a holiday referred to in Article 19.01 in a home deemed by the Employer to require a standby arrangement may volunteer to standby rather than attend at work. Notwithstanding Article 19.03, the employee who volunteers to standby shall be paid at the straight time rate for standby hours.**
- (b) A part-time employee who is scheduled to work Christmas Eve, New Years Eve or a holiday referred to in Article 19.01 in a home deemed by the Employer to require a standby arrangement may volunteer to standby rather than attend at work. Notwithstanding Article 19.04, the employee who volunteers to standby shall be paid at the straight time rate for standby hours.**
- (c) To be eligible for standby pursuant to the foregoing, the employee must be available to return to the workplace within thirty (30) minutes of being called to report to work.**
- (d) No compensation shall be granted for the standby period if the employee does not report for duty or cannot be reached when required.**

ARTICLE 20 - LEAVES OF ABSENCE

20.01 SPECIAL LEAVE

Leave without pay shall not normally be granted until all accumulated vacation and overtime banks have been exhausted. However, employees may, upon request, be granted special leave without pay at the discretion of the Employer where exceptional circumstances warrant.

20.02 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 working days, including the day of the funeral. "Immediate family" is defined as an 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 and step-parent and stepchild.
- (b) An employee shall be entitled to two (2) **consecutive working** days bereavement leave with pay, inclusive of the day of the funeral, in the event of the death of an employee's grandparent, **son-in-law, daughter-in-law, brother-in-law, sister-in-law** .
- (c) In determining bereavement leave **pursuant to a) and b) above, and notwithstanding Article 1.16, employees will be paid for any of those days they were scheduled to work within seven (7) days of the death and the paid day** shall equal all hours scheduled to be worked by the employee on the day taken as leave.
- (d) **The employee may defer a portion of the Bereavement Leave to accommodate a death 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.**
- (e) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided operational requirements permit.

20.03 COURT LEAVE

- (a) Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury.

- (b) Any employee given leave of absence with pay to serve on a jury shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.
- (c) The regular hours of work shall include all hours of an employee who is required by subpoena or summons to attend as a witness in any work related court proceedings or administrative tribunal under the Homes for Special Care Act.

20.04 PREGNANCY LEAVE

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

- (a) an unpaid leave of absence of seventeen (17) weeks will be granted;
- (b) an employee shall not later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave, accompanied by a certificate from a medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected to occur.
- (c) 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. Providing the employee cannot be reasonably accommodated, the Executive Director may require the leave without pay to start at a time when the duties of the position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy.
- (d) 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;
- (e) An employee who returns to work within six (6) weeks of delivery must provide the Employer with a written opinion of a medical doctor to the affect that she is capable of resuming her employment duties.

20.05 PARENTAL LEAVE

- (a) An employee who has been employed by the Employer for at least one year and who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks

upon giving the Employer notice of the date that the employee will begin the leave and the date the employee will return to work.

- (b) The parental leave of an employee, who has taken a pregnancy leave and whose newborn child or children arrive at the employee's home during pregnancy leave;
 - (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
 - (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks notice of the date upon which the leave will end.
- (c) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks. 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 fifty-two (52) weeks.

20.06 PARENTAL LEAVE FOR ADOPTIVE PARENTS

An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. This leave:

- (a) shall begin on the date coinciding with the arrival of the child or children in the employee's home; and
- (b) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

20.07 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 Article 20.08 (c) (ii).
- (b) An employee is entitled to only one interruption and deferral of leave pursuant to Article 20.07 (a).

- (c) When an employee returns to work upon the expiration of the period referred to in Articles 20.04, 20.05 and 20.06 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.
- (e) While on Pregnancy, parental or adoptive leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's seniority and service shall be deemed to be continuous. However, service accumulated during such leaves shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

20.08 NOTICE FOR LEAVES

- (a) An employee shall give the Employer four weeks' notice of
 - (i) the date the employee will begin pregnancy leave or parental leave; and
 - (ii) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.
- (b) Notice given pursuant to Article 20.08(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 weeks before the earlier date;

- (ii) by changing any date in the notice to a later date if notice is amended at least four 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 weeks before the employee would have been required to return to work.
- (c) Article 20.08 notwithstanding, the employee shall give the Employer as much notice as reasonably practicable of:
- (i) the date the employee will begin pregnancy leave, where she is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected;
 - (iii) the first arrival of child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected;
 - (iv) the return to work of the employee pursuant to Article 20.07(a); and
 - (v) the resumption of parental leave, by the employee in accordance with Article 20.07(a) and 20.08(a) does not apply.
- (d) Notice shall be put in writing where the Employer so requests.
- (e) Upon the request of the Employer, where an employee takes parental leave, pursuant to Article 20.06, interrupts and defers leave, pursuant to Article 20.07(a), or gives notice pursuant to Article 20.08(a), the employee shall provide proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.

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

20.09 PAID LEAVE FOR BIRTH OF CHILD

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

20.10 EDUCATIONAL LEAVE

- (a) Employees who have been in the employ of the organization for one or more years shall be eligible for educational leave that will enhance their current position without pay for a period of up to three (3) months.
- (b) Employees who have been in the employ of the organization for two (2) or more years shall be eligible for education leave that will enhance their current position without pay for a period in excess of three (3) months, up to a maximum of twelve (12) months.
- (c) While on educational leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's seniority and service shall be deemed to be continuous. However, service accumulated during such educational leave shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

20.11 LEAVE FOR FAMILY ILLNESS

In the case of illness of any employee's immediate family, meaning the employee's husband, wife, son, daughter, father or mother, who permanently reside with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his immediate supervisor, leave with pay up to three (3) days per annum, which leave shall be deducted from the employee's sick leave entitlement as provided under Article 21.

20.12 CHILD CARE LEAVE

employees may, upon request, be granted leave without pay in one or more periods of six months duration to a maximum accumulated absence of one year during an employee's total period of employment. This leave shall be provided for the care and nurturing of pre-school age children.

20.13 COMPASSIONATE CARE LEAVE

- (a) An employee who has been employed by the Employer for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued;
 - (ii) where the leave was begun before the certificate was issued, the day the leave was begun.
- (b) The leave of absence may only be taken during the period
 - (i) that begins with the first day of the week in which the certificate is issued, or where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
 - (ii) that ends with the last day of the week in which either the family member dies, or the expiration of twenty-six (26) weeks following the first day of the week referred to in clause(b) (i).
- (c) A leave of absence under this article may only be taken in periods of not less than one week's duration.
- (d) Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate referred to in subsection (b).
- (e) For the period of time specified in this article, the Employer shall grant to the employee the option of maintaining a benefit plan in which the Employee participated before the beginning of that period.
- (f) An employee shall advise an Employer as soon as possible of any intention to take a leave of absence under this article.

ARTICLE 21 - SICK LEAVE

21.01 SICK LEAVE DEFINED

- (a) Sick leave means the period of time an employee is unable to perform his/her duties because of illness or injury **during the employee's regular hours of work pursuant to Article 14.01 or shifts scheduled pursuant to Appendix B, paragraphs 1) and 2) only**, and therefore is absent from **those scheduled shifts**. **For greater clarity, employees shall not be eligible for paid sick leave for shifts scheduled pursuant to paragraph (3) of Appendix B.**
- (b) Any misrepresentation by the employee in relation to sick leave shall be considered serious misconduct subject to discipline, up to and including dismissal.

21.02 AMOUNT OF SICK LEAVE

- (a) **Effective April 1, 2008, a newly hired employee who has completed one thousand (1000) paid hours of work shall earn eight (8) hours sick leave for each one hundred seventy-three (173) hours of paid hours of work.**
- (b) **Effective April 1, 2008, sick leave shall be accumulated to a maximum of four hundred (400) hours.**

21.03 EMPLOYER NOTIFICATION AND WORKPLACE COVERAGE

- (a) In any case of absence of an employee due to sickness, the absence shall be reported to his/her place of work 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. **A day shift is one that commences prior to 12:00 p.m. (noon).**
- (b) The Employer shall be responsible for coverage at work in any case of absence of an employee due to a sickness.

21.04 PROOF OF ILLNESS

- (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.**
- (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 he/she is complying with reasonable treatment plans to support his/her earliest possible return to work.**
- (d) The Employer may require an employee to submit to an independent medical examination prior to return to work to confirm fitness to resume duty and the Employer shall be responsible for paying the associated cost.**
- (e) If such documentation is not completed and produced the time absent from work shall be deducted from the employees pay.**

21.05 EFFECTIVE DATE FOR PART-TIME EMPLOYEES

For Part-time Employees this article **became** effective the first full pay period following April 1, 2005.

ARTICLE 22 - LAYOFF AND RECALL

22.01 LAYOFF DEFINED

Layoff shall be defined as a reduction in the workforce of regular employees or in a reduction in the regular hours of work for regular employees, where such reductions last longer than seven (7) calendar days. Regular hours of work shall mean those posted hours for the position for which the employee was hired and, for greater clarity, shall not include those additional hours worked by part time employees pursuant to Appendix "B".

22.02 LAYOFF IN REVERSE ORDER OF SENIORITY

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of layoff, employees shall be laid off in the reverse order of seniority, providing the employees being retained have the required qualifications for the position.

22.03 UNION CONSULTATION

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

22.04 RECALL IN ORDER OF SENIORITY

Employees who are laid off as a result of a reduction in the workforce shall be recalled in order of their seniority, providing they have the necessary qualifications for the position.

22.05 NO NEW HIRES

No new employees shall be hired until those who are laid off have been given an opportunity of recall.

22.06 NOTICE OF LAYOFF

Where possible, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff; but in no event shall the layoff notice be less than ten (10) working days. Subject to the foregoing, the employee shall be paid for those days for which work was not made available, but for which the employee was scheduled to work.

22.07 BARGAINING UNIT WORK

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 of a permanent employee.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.01 GRIEVANCE DEFINED

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.

23.02 GRIEVANCE PROCEDURE

STEP ONE:

- (a) Where an employee has a grievance, the employee shall submit the grievance in writing to the immediate supervisor within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee. The Supervisor will then arrange to meet with the employee to discuss the matter as soon as reasonably possible and not later than fifteen (15) working days after receipt of the employee's complaint. The employee may request a Steward to be present. The Supervisor shall give a response to the grievance within fifteen (15) working days.
- (b) If the employee's Step 1 grievance is not submitted within the fifteen (15) working days, the grievance shall be deemed to have been abandoned and cannot be reopened.

STEP TWO:

If the employee or the Union is not satisfied with the decision of the immediate Supervisor, the employee may, within fifteen (15) working days of receiving the Step 1 decision of the immediate Supervisor, present her/his grievance in writing to the Executive Director. The Executive Director shall respond within fifteen (15) working days after receipt of the grievance.

STEP THREE:

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) working days of the decision of the Employer in Step 2.

23.03 RIGHT TO UNION REPRESENTATIVE

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

23.04 DAYS EXCLUDED IN TIME LIMITS

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

23.05 EXTENSION OF TIME LIMITS

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

23.06 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. A policy grievance shall not apply in cases of individual grievances and, for greater clarity, no individual remedy shall be available.

23.07 EMPLOYER TO INFORM UNION

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

23.08 REPLIES TO BE IN WRITING

Replies to grievances shall be in writing at all stages.

23.09 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.

23.10 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.

23.11 APPOINTMENT OF ARBITRATION BOARD

- (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration, it shall be dealt with by an arbitration board.
- (b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
- (c) The other party shall name its appointee within seven (7) days.
- (d) The two (2) appointees shall select a 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.

23.12 CONDUCT OF ARBITRATION BOARD

The Board may determine its own procedure in accordance with the Trade Union Act and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting

23.13 ARBITRATION AWARD

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the arbitration board shall be binding, final and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.

23.14 CLARIFICATION OF ARBITRATION AWARD

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

23.15 ARBITRATION FEES AND EXPENSES

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

ARTICLE 24 - GROUP INSURANCE

24.01 GROUP BENEFIT PLANS

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

24.02 COST SHARING

The Employer and the employee shall cost share on a 50/50 basis the premiums for life, AD&D, health and dental insurance benefits.

24.03 PARTICIPATION FOR LIFE AND AD&D

Participation shall be mandatory for life and AD&D.

24.04 PARTICIPATION FOR MEDICAL AND DENTAL

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

24.05 LTD PREMIUMS

Premiums for the long term disability plan shall be paid fully by the employee and participation shall be mandatory.

24.06 ELIGIBILITY FOR PLAN PARTICIPATION

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

24.07 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;
- (b) the employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

ARTICLE 25 - REGISTERED PENSION PLAN

25.01 CONTRIBUTIONS

The Employer and employee shall each contribute at the rate of five (5%) per cent of regular earnings to a defined contribution Registered Pension Plan (RPP).

25.02 PARTICIPATION MANDATORY

Participation in the RPP shall be mandatory.

25.03 PENSION ADVISORY COMMITTEE

A Pension Advisory Committee shall be established consisting of two (2) members appointed by the Union and two (2) members appointed by the Employer. The purpose of the Committee shall be advisory in nature and shall discuss matters relating to the administration of the defined contribution pension plan.

25.04 No Loss of PAY FOR COMMITTEE MEETINGS

Employees shall suffer no loss of pay or benefits to attend the committee meetings.

ARTICLE 26 - COMPENSATION FOR INJURY ON DUTY

26.01 EMPLOYEES INJURED ON DUTY

Employees who have been injured while on duty resulting in a time loss from work shall come off payroll and be considered to be on an unpaid leave of absence from the date and time of injury and shall immediately apply for Workers' Compensation benefits.

26.02 WCB CLAIMS PROCESSING

- (a) In the event that the employee's claim for Workers' Compensation is not approved, the employee shall be treated as being on regular sick leave which is limited to the existing sick leave credits then available for the employee. **In the event the claim is subsequently approved by WCB, the Employer shall be reimbursed by the employee for overpayment of wages and the employee's sick leave bank will be credited accordingly.**
- (b) **An employee who is approved for benefits under the Workers' Compensation Act, and where the employee's earnings loss continues for less than five (5) weeks, the Employer will pay the employee his/her net wages for the first two (2) days of the Injury on Duty leave. Net wages shall mean the gross wages that would have been paid to the employee had the employee worked, less income tax, employment insurance premiums and CPP contributions that would have been deducted.**

ARTICLE 27 - DAMAGE TO EMPLOYEE PROPERTY

27.01 DAMAGE TO EMPLOYEE PROPERTY

Where the personal property of an employee, necessary to the performance of the employee's duties, is damaged by the client in the execution of these duties, the Executive Director shall arrange to reimburse the employee, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items are watches, glasses and clothing; and damage to an employee's automobile, by the client, which occurs while transporting the client at the direction of the Employer.

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28.01 LABOUR MANAGEMENT COMMITTEE

The Union and the Employer shall participate in a Labour Management Committee which shall consist of up to three representatives each of the Union and the Employer. The chairing of meetings shall rotate between the President of the Local and the Executive Director. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all employees. It is agreed that a standing agenda item for the meeting shall include discussion of individual house issues and policy implementation issues.

ARTICLE 29 - SENIORITY

29.01 SENIORITY LISTS

- (a) A seniority list shall be established by the Employer for all employees in the bargaining unit, showing the name and seniority date of each employee who has acquired seniority under this Agreement. If two (2) or more employees are hired on the same date, their first day of work shall determine their seniority ranking.
- (b) These seniority lists will be brought up to date every six (6) months and at each revision will be placed in the binder and union file in each work location during the months of January and July. Employees shall have thirty (30) days 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.
- (c) A copy of the seniority list will be sent to NSGEU.

29.02 LOSS OF SENIORITY AND EMPLOYMENT

An employee shall lose seniority and be deemed to have terminated employment in the event of:

- (a) Resignation and the resignation has not been revoked by the employee within forty-eight (48) hours of being served on the Employer.
- (b) Layoff which lasts more than twelve (12) consecutive months.

- (c) Being recalled to work and failing to return to the service of the Employer within fourteen (14) days of notice of recall.
- (d) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are extenuating circumstances.
- (e) Discharge; **and the employee is not reinstated.**

29.03 SENIORITY OUTSIDE THE BARGAINING UNIT

An employee who fills an administrative or management position that is outside the bargaining unit shall retain seniority for a period of thirteen (13) months but shall not accumulate seniority while in the position. If after thirteen (13) months the employee does not return to the bargaining unit, all seniority shall be lost. The thirteen (13) month period may be extended by mutual agreement of the parties.

ARTICLE 30 - ADVERSE WEATHER CONDITIONS

30.01 NO SHUTDOWN OF OPERATIONS

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

30.02 NOTIFICATION

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

30.03 MISSED TIME

If an employee does not report for work because of adverse weather conditions, the lost time shall be made up at a mutually agreed upon time to be scheduled within seven (7) calendar days of the missed time. Individual or personal situations (place of residence, family responsibilities, car pools, etc.) shall have no bearing on the application of this Article. All employees shall be treated fairly.

ARTICLE 31 - DURATION AND RETROACTIVITY

31.01 DURATION

This Agreement shall be effective from ***November 1, 2007 to October 31, 2010.***

31.02 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.

31.03 WAGES SPECIFIED IN APPENDIX "A"

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

31.04 NOTICE TO RENEGOTIATE

Notice of an intent to renegotiate this contract in its entirety shall be made in writing by either party to the other not less than three (3) months before the date of expiration of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the ____ day of March, 2008.

Colchester Residential Services Society

Nova Scotia Government and
General Employees Union

Shannon McLellan
Executive Director

Joan Jessome
President

Tamara MacKinnon
Program Manager

Joanne Bailey
Employee Relations Officer

Chantel Smith
Program Manager

Bobbi Power
President, Local 64

APPENDIX "A"
HOURS and WAGES

1. Hourly Wages

November 1, 2007	\$16.30
November 1, 2008	\$16.77
November 1, 2009	\$17.26

2. Night Sleep: \$44.00 plus two (2) active hours pay.

March 25, 2008	\$44.00 plus \$32.60
November 1, 2008	\$44.00 plus \$33.54
November 1, 2009	\$44.00 plus \$34.52

3. Employees who do not meet or maintain the Provincial Advisory Committee standards shall be paid the following hourly wage:

November 1, 2007	\$11.94
November 1, 2008	\$12.29
November 1, 2009	\$12.65

APPENDIX "B"
PROCEDURE FOR FILLING VACANT SHIFTS WITHIN A CLUSTER

- 1. Employees must specify to the Employer, using the Employee Availability Form, based on the four (4) week rotating schedule, their availability to work shifts additional to their regular schedule and the maximum number of hours per week they would prefer to work. The Employer will continue to rely on the Employee's completed Form until such time as the employee submits a revised Employee Availability Form to the Employer. Any changes to the Form must be submitted to the Employer prior to the last week of the four (4) week rotating schedule, to be effective the following four (4) week rotating schedule. Casuals will also specify to the Employer shifts for which they will be available to work. The Employee Availability Form will be used to develop the original posted schedule as per Article 14.02.**

- 2. (a) The Employer will assign Employees to the vacant shifts in accordance with Paragraph 1 by seniority, up to the Wednesday prior to each two (2) week schedule coming into effect.**

(b) Shifts filled in accordance with a) above will be posted on the revised schedule for the upcoming two (2) week period.

(c) A shift assigned by the foregoing process shall have the same contractual requirement as the Employee's regularly scheduled shifts. For greater clarity, the employee is expected to report for work as he/she would for a regularly scheduled shift.

- 3. Shifts that remain vacant after the deadline referred to in paragraph 2) a) above or become vacant after the deadline, shall be offered by the Employer to Employees and casuals inside the cluster or outside the cluster in whatever manner it deems necessary.**

- 4. Paragraphs 1 and 2 do not apply during the period June 1st to August 31st. During this period, casuals will be employed to cover the prime time period providing there is no part-time Employee applying for the temporary summer position who is available to fill the position in addition to working his/her regular part-time position.**

This appendix will be implemented not later than sixty (60) days following the signing of the Collective Agreement.

REVIEW

The parties agree to meet six (6) months following the implementation of Appendix “B” to review and discuss any issues or concerns which may arise from the implementation of the procedure outlined in that Appendix, with a view to addressing any concerns identified by the parties.

Additional meetings will be held if requested by either party.

APPENDIX "C"
MEMORANDUM OF UNDERSTANDING

RE: Programme Supervisor

The Employer and the Union agree that the following conditions shall govern the use of Programme Supervisors during the term of this agreement:

- (1) Subject to Article 22.07, the Programme Supervisors shall be permitted to perform bargaining unit work for eighty per cent (80%) of each full-time equivalent Programme Supervisor position, averaged over a four-week period. For the remaining twenty per cent (20%) of work time the Programme Supervisor shall perform management functions.
- (2) The number of Programme Supervisors shall not exceed nine (9) full-time equivalent positions, based on the level of services provided by the Employer on the signing date of this agreement. Should the level of services provided be increased, requiring an increase in the number of Programme Supervisors in excess of nine (9), and where the new Programme Supervisor may be required to perform bargaining unit work, it shall be done with prior notification to the Union.

**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:

- Article 1 – Definitions – In its entirety.
- 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 7 – Union Dues - In its entirety.
- Article 8 – Membership Communication - In its entirety.
- Article 9 – Information - In its entirety.
- Article 13 – Job Posting
13.01 The term employee, on completion of three (3) months in the temporary position, may apply for a posted permanent position.
- Article 14 – Hours Of Work - In its entirety, except Article 14.06.
- Article 15 – Overtime - In its entirety.
- Article 16 – Transportation - In its entirety.
- Article 17 – Pay Provisions - In its entirety.
- Article 18 – Vacations
The term employee shall receive four (4%) per cent vacation pay on wages earned during each pay period.
- Article 19 – Holidays - In its entirety.
- Article 20 – Leaves of Absence
Article 20.01, 20.02, 20.03 and 20.13 only.
- Article 23 – Grievance and Arbitration - In its entirety.
- Article 26 – Compensation For Injury On Duty - In its entirety.
- Article 27 – Damage To Employee Property - In its entirety.
- Article 28 – Labour Management Committee - In its entirety.
- Article 30 – Adverse Weather Conditions-In its entirety.
- Article 31 - Duration And Retroactivity - In its entirety.
- Appendix “A” – Salary and Wages-In its entirety.
- Appendix “B” - Procedure for Filling Vacant Shifts within a Cluster-In its entirety.
- Appendix “D” – Term Employees - In its entirety.