

COLLECTIVE AGREEMENT

between

CANADIAN ASSOCIATION FOR COMMUNITY LIVING, ANTIGONISH BRANCH (CACL)

and

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION (NSGEU)

July 14, 2009 to March 31, 2012

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ARTICLE 1 - DEFINITIONS

- 1.1 (a) **Bargaining Unit or Union** means all employees employed by the Employer who are members of NSGEU.
- (b) **Casual** is one who is not a Permanent employee, Probationary employee or Term employee. A Casual is not a member of the bargaining unit and is not covered by the Collective Agreement.
- (c) **Classification** means the position an employee holds as outlined in Appendix A.
- (d) **Day** means eight (8) hours in residential services; seven point five (7.5) hours in vocational services, subject to Appendix D.
- (e) **Employee** means a person who is included in the bargaining unit.
- (f) **Employer** means the Canadian Association for Community Living, Antigonish Branch (CACL).
- (g) **Holiday** means the twenty-four (24) hour period commencing at 12:01am on a day designated as a holiday in this Agreement.
- (h) A **Permanent Full-time employee** means one who occupies a permanent position, has completed the probationary period and who works the standard hours of work designated in Article 14.1 on a regularly scheduled, recurring, and continuing basis.
- (i) A **Permanent Part-time employee** means one who occupies a permanent position, has completed the probationary period and works the standard hours designated in Article 14.1 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.
- (j) **Probationary employee** means an employee appointed to a permanent position, but who has not completed the probationary period as set out in Article 10.
- (k) **Seniority** shall be as defined as in Article 25.1.
- (l) 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 E. The Term employee is not considered to be filling a permanent position.
- (m) **Term position** is one that is expected to exist for a specified period of time exceeding three (3) months but not to exceed two (2) years, unless the parties mutually agree to extend the term. Term positions will be posted for seven (7) days. A Permanent employee working in a term position shall maintain their permanent status and coverage under the Collective Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the NSGEU as the sole and exclusive Bargaining Agent for all permanent full-time and part-time employees, probationary employees, and term employees as defined in Article 1.1, employed by the Employer as Residential Counsellors, Instructors, and Individual Support Staff, but excluding Live-In Staff, Office Manager and Administrative Staff, Residential Coordinator, Supervisors, those above the rank of Supervisor, and those excluded by subsection (2), Section 1 of the *Trade Union Act*.
- 2.2 Clients served by the Employer in its vocational centre perform a wide variety of daily assignments as part of their vocational training. The Union agrees that such work, regardless of its content, does not constitute bargaining unit work.
- 2.3 Notwithstanding Article 2.1, the parties agree that the House Supervisor is a management position but performs bargaining unit work on a regular basis.
- 2.4 Notwithstanding any other provisions of this agreement, assignments of bargaining unit employees to 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.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 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.

Without limiting the generality of this, and subject to the provisions of the Collective Agreement, management rights include, but are not limited to, the right to:

- (a) Maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees for just cause in accordance with the Agreement.
- (b) Select, hire, transfer, assign to shifts, demote, classify, lay-off and recall employees.
- (c) Determine the work requirements, responsibilities and standards of work to be performed.
- (d) Specify assignments for employees, as may be required to meet the bona fide business and operational requirements of the Employer.
- (e) Determine the size and composition of the workforce according to the needs of the Employer.
- (f) Have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

- (g) To set the bona fide standards of productivity, the product(s) to be produced, and the services to be rendered.
- (h) To expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service.
- (i) The Employer reserves the right to delegate its authority in any manner it sees fit.

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

ARTICLE 4 – DISCRIMINATION

- 4.1 Neither the Employer, the Union, nor any person acting on their behalf shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.
- 4.2
 - (a) Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment based upon the characteristics set out in Article 4.1.
 - (b) The Employer, in consultation with the Union, shall establish a harassment policy.
 - (c) The Union may file a grievance where it is alleged the Employer has failed to follow the harassment policy.
- 4.3 **Same Sex Family Status**

Any applicable family oriented benefits shall be available to families with same sex spouses.
- 4.4 The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.1 During the life of this Agreement, and pursuant to the *Trade Union Act*, no employee(s) shall strike, and the Employer shall not lock out employees.
- 5.2 The words “strike” and “lockout” shall be as defined in the *Trade Union Act*.

ARTICLE 6 - UNION ACTIVITY

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

- 6.2 On request of the Union with at least two (2) weeks notice where possible, and where operational requirements permit, leave of absence without loss of pay or benefits may be granted to one (1) or more delegates for attendance to Union business.
- 6.3 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.
- 6.4 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 6.2 and 6.3.
- 6.5 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 23 of this Agreement. Permission to leave work during working hours for such purposes shall be first obtained from the employee's immediate supervisor or designate.
- 6.6 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. The Union will reimburse the Employer for benefit costs.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary and benefits shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of 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.

ARTICLE 7 – CHECKOFF

- 7.1 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.
- 7.2 The Union shall inform the Employer, in writing, of the amount to be deducted for each employee.
- 7.3 The amounts deducted from the pay of the employee in accordance with Article 7.1 shall be remitted to the Secretary-Treasurer of the Union within three (3) weeks after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 7.4 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 – UNION COMMUNICATIONS

The Union may maintain a binder in the Group Home(s) and in the Workshop for the purpose of communicating with its members. The Employer also agrees to continue its practice of distributing Union notices along with pay stubs/cheques.

ARTICLE 9 – INFORMATION

- 9.1 (a) The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be the Unions.
- (b) The Union will also provide the Employer with an information package for new employees. The Employer agrees to provide each bargaining unit member with a copy of the Collective Agreement and the information package upon hire.
- 9.2 Upon hiring, each employee shall be provided with a written statement of her/his classification and employment status.
- 9.3 The Employer shall inform the Secretary of the Local of the hiring of new employees, of said employees’ names, dates of hire, position and locations of employment.
- 9.4 Employees shall be provided with current position descriptions outlining the duties and responsibilities of their position.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.1 Employees hired to a permanent position shall serve a probationary period of nine hundred fifty (950) hours of work. Upon successful completion of this period the employee shall be granted permanent status and shall receive written confirmation of same from the Employer.
- 10.2 (a) The Employer may, before the expiration of the probationary period set out in Article 10.1, extend the appointment for a period not to exceed 475 hours.
- (b) When an employee's probationary appointment is to be extended as provided in Article 10.2(a), the Employer shall notify the employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension in writing.
- 10.3 A Probationary employee may be discharged during the probationary period where, in the opinion of the Employer, the Probationary employee is not suitable to be granted permanent status. A review of the Employer's decision shall be restricted to whether the Employer has acted in bad faith.
- 10.4 An employee terminated pursuant to Article 10.3 shall receive one (1) weeks notice of termination or equivalent pay in lieu of notice.
- 10.5 An employee shall be compensated for all approved orientations or shadow shifts worked during orientation.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.1 (a) No employee who has successfully completed the probationary period pursuant to Article 10.1 and 10.2 shall be disciplined, suspended without pay, or discharged except for just and sufficient cause.
- (b) When 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.
- 11.2 Where an employee is suspended without pay or discharged the Employer shall, within five (5) working days of the suspension or discharge, notify the employee and copy the Union in writing stating the reason for the suspension or discharge.

ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 12.1 If a formal review of an employee's performance is made, the employee shall be given an opportunity to discuss, comment, and sign the review form in question to indicate that its contents have been read. A copy of any written review will be given to the employee.
- 12.2 Within two (2) full business days of providing a request to the employee's direct Supervisor, employees shall have supervised access to their personnel file.

- 12.3 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any matter of which the employee was not made aware at the time of its occurrence, unless the matter in question was not known by the Employer at the time of its occurrence.
- 12.4 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 not be used against the employee in subsequent disciplinary matters.

ARTICLE 13 - JOB POSTING

13.1 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 in the Union Communication Binder where employees work for seven (7) calendar days.

13.2 Filling Positions

In filling positions all applicants will be assessed on the basis of qualifications, suitability and ability. Where, in the opinion of the Employer, the qualifications, suitability and ability are relatively equal, seniority shall be the deciding factor.

13.3 Trial Period

- (a) 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.
- (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.

13.4 Gender Preference

Notwithstanding Article 13.1 and 13.2, job postings may state a preference of gender for the purposes of personal care and role modelling for clients.

- 13.5 The Employer shall not transfer an employee to a classification outside the classification to which he/she is permanently assigned, unless by mutual agreement of the Employer and the employee.

ARTICLE 14 - HOURS OF WORK

14.1 (a) Residential Services

- (i) The regular hours of work for full-time employees shall be a minimum of seventy-two (72) hours and a maximum of eighty (80) hours bi-weekly.
- (ii) The regular hours of work for part-time employees shall be at least twenty (20) hours, but less than seventy two (72) hours bi-weekly, excluding additional shifts.

(b) Vocational Services

- (i) The regular hours of work for full time employees shall be thirty-seven and a half (37.5) hours per week, comprised of five (5) seven and a half (7.5) hour days, and which includes a paid lunch period of forty-five (45) minutes each day.
- (ii) The regular hours of work for part-time employees shall be less than thirty-seven and a half (37.5) hours per week.
- (iii) Christmas Break – The Vocational Centre shall close on the last day of Strait Regional School Board transportation. Employees shall return to work on the first business day (Monday to Friday) following New Year's Day. Employees will receive paid time for the Christmas closure, prorated accordingly for those employees who worked less than eighty (80) hours bi-weekly in the preceding twelve (12) months.
- (iv) March Break – The Vocational Centre shall close during the Strait Regional School Board March Break.
- (v) Summer Break – The Vocational Centre shall close for a period of up to four (4) consecutive weeks during the months of July and August.
- (vi) During the March and Summer Breaks employees must use their annual vacation leave. When vacation leave is exhausted the time will be taken from the employee's time in lieu bank, or otherwise be taken as leave without pay.

14.2 Shift Schedules – Residential Services

The four week shift schedules for Residential Services shall be posted two (2) weeks in advance of the schedule to be worked.

14.3 Changes to Schedule

When changes to a shift schedule are necessary due to operational requirements or funding, the Employer shall advise affected employees with at least four (4) weeks' notice prior to the new schedule going into effect.

14.4 Changes to an employee's Schedule (Residential and Vocational Services)

Operational requirements may necessitate changes to an employee's schedule. The Employer recognizes that such changes to an employee's schedule may be disruptive to that employee and the Employer will make every reasonable effort to minimize changes to an employee's schedule. Therefore, where changes to an employee's schedule are required after the schedule has been posted the Employer will provide the employee with twenty four (24) hours notice and the employee will be consulted.

14.5 Shift Exchange

Any requests for shift exchange must be accompanied by a Shift Exchange Form, signed by both employees. All exchanges must be approved by the supervisor. The Shift Exchange Form must be submitted to the supervisor at least seventy-two (72) hours before the commencement of the affected shift; however, at the sole discretion of the supervisor, shorter notice may be accepted. Employees will be advised by the supervisor of the decision to exchange shifts within twenty four (24) hours of the supervisor receiving the Shift Exchange Form. In addition, employees may only exchange shifts if there is no additional cost to the Employer.

14.6 No Guarantee of Hours

It is expressly understood and agreed that the provisions of this Article shall not be construed to be a guarantee of work hours or work schedules.

14.7 Assignment of Vacant Shifts

- (a) Vacant shifts in residential services shall be assigned in accordance with Appendix C.
- (b) Employees may indicate their desire and availability to work vacant shifts in a sector other than their regular sector. In the event of such an assignment they will be employed as casual workers. The assignment is at the sole discretion of the Employer and the work assignment is not covered by the terms and conditions of the Collective Agreement.

14.8 Shift Report

Employees are expected to arrive for their scheduled/assigned shifts ten (10) minutes prior to the commencement of the shift to participate in report.

14.9 Time off Between Shifts

Employees shall receive a minimum of eight (8) hours off between scheduled shifts, however, no employee shall be scheduled for more than two consecutive shifts with less than nine (9) hours between shifts. Exceptions to the foregoing may be by mutual agreement between the Employer and employee.

14.10 (a) Shift Differential

Effective the first pay period following signing of the Collective Agreement, employees shall receive a shift differential payment of one dollar and fifty cents (\$1.50) per hour for every regular hour worked between 7:00 PM and 7:00 AM.

(b) Weekend Premium

Effective the first pay period following signing of the Collective Agreement, employees shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for every regular hour worked between midnight Friday and midnight Sunday.

(c) Shift differential and weekend premiums shall not apply to night sleep shifts.

(d) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RPP, or any other benefits under this Agreement.

14.11 Night Sleep Shift

(a) The night sleep shift shall be a ten (10) hour period between 9:00 PM and 9:00 AM, and that ten (10) hour night sleep will be deemed to be four (4) hours work for the purpose of the Collective Agreement.

(b) Effective the first pay period following the signing of the Collective Agreement, an employee working a night sleep shift shall receive a stipend of ninety-six dollars (\$96).

ARTICLE 15 - OVERTIME

15.1 Residential Services

(a) A full-time employee required to work in excess of eighty (80) hours of work bi-weekly shall be entitled to overtime for each hour worked; however, full-time employees in residential services may volunteer to work additional shifts, pursuant to Appendix C, up to a maximum of eighty-five (85) hours bi-weekly at the straight time rate.

(b) Overtime for part time employees in the residential services shall apply to all hours worked in excess of forty-eight (48) hours of work weekly.

(c) The sleep hours on a night sleep shift shall not be considered hours worked for the purposes of Article 15.1 (a) and (b); however active hours shall be counted as time worked for the purposes of Article 15.1 (a) and (b), provided an incident report is completed.

15.2 Vocational Services

(a) A Full-time employee who works in excess of thirty-seven and a half (37.5) hours of work weekly shall be entitled to overtime for each hour worked.

- (b) Overtime for part time employees in the vocational services shall apply to all hours worked in excess of forty-five (45) hours of work weekly.

15.3 Notwithstanding Article 15.1 time spent at staff meetings and IPP meetings outside the employees' shift are at the straight time rate to a maximum of five (5) hours per month.

15.4 Authorization of Overtime

All overtime must receive prior authorization of the employee's immediate Supervisor, except in an emergency situation.

15.5 Form of Compensation

- (a) Residential Counselors shall be compensated for overtime in the form of pay.
- (b) Instructors and Independent Support Workers shall be compensated for overtime in the form of time off.

15.6 Overtime Compensation

Compensation rates for employees for overtime hours worked shall be time and one-half (1.5 x) the employees regular pay rate.

15.7 There shall be no pyramiding of holidays worked, overtime, lieu time, or any hour paid at premium time for any purpose whatsoever under this agreement.

- 15.8 (a) Employees required to take residents on overnight outing shall be paid at straight time for all active hours worked, including travel, notwithstanding Article 15.1 (a) and (b). The applicable sleepover rate shall apply for the overnight portion of the outing.
- (b) Where the overnight outing would result in an employee working in excess of their regular hours of work and upon request of the employee, the Employer will make every reasonable effort to reschedule the employee's hours so that the employee does not work more than their regular hours of work during the two week schedule in which the outing occurs. In the event the employee's hours cannot be rescheduled, the employee may elect to not participate in the outing, or to participate but waive all rights to overtime incurred as a result of the overnight outing.

15.9 Overtime Eligibility

An employee must work at least fifteen (15) minutes beyond his or her normal shift before being eligible for overtime compensation.

15.10 Computing Overtime

In computing overtime a period of thirty (30) minutes or less, shall be counted as one half (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 - ON CALL AND CALL OUT

16.1 On Call

- (a) When an employee is required by the Employer to be on call, the employee shall receive one hour's regular pay for each eight (8) hour period of on call. An employee on call is required to respond to a call out. In the event the employee does not respond he or she shall not receive on call pay.
- (b) Notwithstanding Article 15, on call hours will not be included in the count of total bi-weekly hours for the determination of overtime or benefits.

16.2 Call Out

- (a) Call out is a condition of employment whereby an employee, after completing his/her shift and has left the workplace and prior to reporting to his/her next scheduled shift, is called into work and performs work of an emergent or urgent nature, for a period of non-contiguous overtime.
- (b) An employee on call who is required to report to work, and works, shall be compensated for a minimum of four (4) hours pay at the straight time rate for the period worked, or the applicable overtime rate, whichever is greater.

ARTICLE 17 - TRANSPORTATION

17.1 The Employer agrees to reimburse employees for travel authorized by the Employer. The rates of reimbursement shall be as set by the Civil Service Commission.

ARTICLE 18 - PAID HOLIDAYS

Full Time Employees

18.1 Holidays

- (a) The Employer recognizes the following paid holidays to be as follows:

Statutory Holidays

| | |
|----------------|-------------|
| New Year's Day | Good Friday |
| Canada Day | Labour Day |
| Christmas Day | |

Other Holidays

Easter Sunday

Thanksgiving Day

Victoria Day

Boxing Day

Remembrance Day

- (b) A full time employee in residential services who works eighty (80) hours bi-weekly shall receive eight (8) hours pay for each of the holidays, prorated accordingly for full time employees who work less than the maximum bi-weekly hours.
- (c) A full time employee shall be entitled to paid holidays in accordance with the *Labour Standards Code*.

18.2 Vocational Services Employees

When a holiday listed in Article 18.1 falls on a weekend, the day in lieu shall be taken on the day designated by the Province.

18.3 Residential Services Employees

- (a) When a paid holiday falls on a full-time employee's scheduled day off, the employee shall be paid for the day in accordance with 18.1 (b) or, at the request of the employee, receive equivalent time off with pay.
- (b) When a full time employee is scheduled to work on a Statutory Holiday the Employer shall pay the employee one and one-half times (1.5 x) his/her hourly rate for all hours worked plus pay the employee in accordance with 18.1 (b).
- (c) When a full time employee is scheduled to work an Other Holiday the employer shall pay the employee his/her straight time hourly rate for all hours worked plus pay the employee in accordance with 18.1 (b).

18.4 When the calendar date of a designated holiday falls within a period of paid vacation, the holiday shall not count as a vacation day.

18.5 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.

18.6 Request for Time off on a Holiday

An employee who requests to be scheduled off on a holiday listed in Article 18.1 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.

Part Time Employees

18.7 Part Time employees shall receive 2% of their regular bi-weekly earnings in lieu of Statutory Holidays, payable bi-weekly.

18.8 When a part time employee is scheduled to work on a Statutory Holiday the Employer shall pay the employee one and one half times (1.5x) his/her hourly rate for all hours worked.

18.9 Article 18.6 shall apply to part time employees

ARTICLE 19 - STAFF TRAINING

19.1 Continuing Education

- (a) The Employer recognizes that staff training is an investment that benefits CACL Antigonish Branch 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. Notwithstanding Article 15, an employee requested by the Employer to attend a course on the employee's day off will be paid his or her regular rate of pay to a maximum of eight (8) hours a day to attend the program.

19.2 Attainment of Core Competencies

- (a) It is the responsibility of each employee to meet the minimum standards required by the Department of Community Services. 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 as established in 2004 by the Department of Community Services.
- (b) In the event the Department of Community Services changes the minimum standards within residential or vocational services, 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. When an employee attends the training on his or her scheduled day of work, such employee shall suffer no loss of wages as a result of attending the course.

19.3 Recertification (Maintenance of Core Competencies)

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, but 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 his or her scheduled hours of work, such employee shall suffer no loss of wages as a result of attending the course.

ARTICLE 20 - VACATION

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

20.2 Vacation Entitlement For Full Time Employees

- (a) Full time employees shall earn vacation with pay at the following rates, prorated accordingly for employees who work less than full time hours:
 - (i) Less than one (1) year – .835 days for each full calendar month of paid employment (maximum of two (2) weeks per year)
 - (ii) After one (1) year to three (3) years – 1.25 days for each full calendar month of paid employment (maximum of three (3) weeks per year)
 - (iii) After three (3) years but less than ten (10) years – 1.66 days for each full calendar month of paid employment (maximum of four (4) weeks per year)
 - (iv) After ten (10) years – 2.08 days for each full calendar month of paid employment (maximum of five (5) weeks per year)

Year (Anniversary Date) means a twelve (12) month period commencing with the employee's date of hire to a permanent position. However, employees in the employ of the Employer on September 15, 2010 shall maintain their anniversary date for vacation entitlement purposes.

(b) Scheduling of Vacation – Vocational Services

Employees will be required to use their accumulated vacation in accordance with Article 14.1 (b) (vi). Any remaining vacation owing the employee shall be granted on a first come first serve basis, subject to operational requirements.

(c) Scheduling of Vacation – Residential Services

- (i) In order to be granted vacation in accordance with seniority, vacation requests for the upcoming vacation year must be submitted to the Employer by February 15th. The employee shall receive written confirmation of approved vacation no later than March 15th of the same year.
- (ii) For the period of June 15th to September 15th employees shall be granted a maximum of two (2) calendar weeks vacation, subject to 20.2 (c) (i), in order to provide full time employees the opportunity of two calendar weeks' vacation during the summer period. Vacation requests in excess of two calendar weeks may be granted, but only in accordance (c) (i) above and providing no employee will be denied the two week minimum.
- (iii) Vacation requests submitted in writing subsequent to February 15th shall be considered on a first come first serve basis.

(d) Vacation Carry Over

- (i) Employees in Vocational Services shall be required to take vacation in the year in which it is earned and for greater clarity there shall be neither carry over nor payout of vacation at year end.

- (ii) Employees in Residential Services shall be entitled to carry over forty (40) hours of accumulated vacation to the following vacation year.

(e) Vacation Reconciliation on Separation from Employer

- (i) An employee who, upon separation from the Employer who has been advanced vacation leave, shall repay the Employer for the annual vacation leave that was taken but not earned.
- (ii) An employee, upon separation from the Employer, shall be compensated for vacation leave which was earned but not taken.

20.3 Vacation Pay out 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 employee shall receive their vacation pay on a bi- weekly basis.

20.4 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 21 - SICK LEAVE

21.1 Sick Leave

Sick leave means an employee being absent from work and unable to perform the duties of his/her position by reason of illness or disability.

- 21.2 (a) Effective the month following the signing of the agreement, a full time employee shall earn paid sick leave credits at the rate of one (1) day for each full calendar month of paid employment (a maximum of 96 hours per year), prorated accordingly for employees who work less than eighty (80) hours bi-weekly.

- (b) Commencing April 1, 2010, sick leave credits may accumulate to a maximum of one hundred fifty (150) hours.
- (c) An employee who has exhausted sick leave credits shall, upon request, be advanced up to forty eight (48) hours of paid sick leave.
- (d) An employee who, upon separation from the Employer, has been advanced sick leave credits shall repay the Employer for paid sick leave that was taken but not earned.

21.3 In any case of absence of the employee due to sickness, the absence shall be reported to the Employer in accordance with the Employer's policy at least one (1) hour before the start of a day shift and at least four (4) hours before the start of an evening/night shift. For the purpose of this article a day is one that commences prior to 11:00 am.

21.4 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 obligated to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable enquires 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 and the employer shall be responsible for paying the associated cost.
- (e) If sick leave documentation is not completed and produced in accordance with this Article, the time absent from work shall be without pay and the employee's sick leave balance will be credited accordingly.

ARTICLE 22 - LEAVES OF ABSENCE

22.1 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, one of which shall be the day of the funeral. "Immediate family" is defined as the employee's father, mother, legal guardian, brother, sister, spouse (including cohabitation of more than one (1) year), child, ward, grandchild, father-in-law, mother-in-law and step-parent and stepchild.
- (b) An employee shall be entitled to two (2) consecutive calendar days bereavement leave with pay, one of which shall be the day of the funeral, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

- (c) The above entitlement is subject to proper notification being made by the employee to the Employer.
- (d) In determining bereavement leave, if any of the days in (a) and (b) above are the employee's scheduled working day they will be with pay. A day shall equal all hours scheduled to be worked by the employee on the day taken as leave.
- (e) 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.

22.2 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.
- (b) An employee granted leave of absence with pay to serve on a jury shall receive full pay and will reimburse the Employer the any stipend the Employee receives for such jury duty.

22.3 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 Administrator 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.

22.4 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.

22.5 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.

22.6 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 22.7 (c) (ii).
- (b) An employee is entitled to only one interruption and deferral of leave pursuant to Article 22.6 (a).
- (c) When an employee returns to work upon the expiration of the period referred to in Articles 22.3, 22.4 and 22.5 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 employee may opt to maintain coverage for eligible group insurance benefits and shall be responsible for paying the full premium costs for said benefits.
- (e) (i) 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.
- (ii) For part time employees the seniority credited during the leave period will be equivalent to the regularly scheduled hours of work for the part time position, excluding additional shifts.

22.7 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 22.7 (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) Article 22.7 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 22.6 (a); and
 - (v) the resumption of parental leave, by the employee in accordance with Article 22.5(a) and 22.6(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 22.5, interrupts and defers leave, pursuant to Article 22.6(a), or gives notice pursuant to Article 22.7(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.

22.8 Paid Leave for Birth of Child

On the occasion of the birth of his/her partner's child an employee shall be granted one (1) day special leave with pay.

22.9 Child Care Leave

Permanent Full-Time and Part-Time employees 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.

22.10 Adverse Weather Conditions

- (a) The Employer shall remain open during adverse weather conditions, and the employees are expected to make every effort to report for work. Should the Employer suspend operations in Vocational Services, those employees shall be entitled to such time with pay.
- (b) Employees shall notify their supervisor as soon as possible whether or not they are able to report to work.
- (c) If an employee is unable to report to work or leaves work early because of adverse weather conditions, the employee shall have the option of using banked time (time in lieu and vacation) or taking the day as a leave without pay.

- (d) Individual or personal situations such as place of residence, family responsibility, car pools, etc., shall have no bearing on the application of this Article. All employees shall be treated fairly.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.1 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.

23.2 Complaint / Grievance Procedure

STEP ONE - Complaint:

The employee will first discuss the complaint with his/her immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the employee. The employee may request a Stewart to be present. The Supervisor shall give a response to the complaint within five (5) working days of the meeting.

STEP TWO – Grievance:

Failing satisfactory settlement of the complaint the grievance shall be submitted in writing to the Administrator within ten (10) working days following the Step 1 decision. The Administrator shall respond within five (5) working days after receipt of the grievance.

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 twenty (20) working days of the decision of the Employer in Step 2.

23.3 Right to Union Representative

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

23.4 Days Excluded in Time Limits

For the purposes this Article, Working day shall exclude Saturdays, Sundays, and the holidays listed in Article 19.1. Failure of the complaining/grieving party to process the complaint/grievance within the time limits specified in Article 23.2 shall be deemed to constitute a withdrawal and abandonment of the grievance and it cannot be reopened.

23.5 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.

23.6 (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) working 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 11.1, the grievance shall be filed at Step Two of the grievance procedure within ten (10) working days after the circumstances giving rise to the grievance occurred or ought reasonably to have come to the attention of the employee.

23.7 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.

23.8 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

23.9 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 thirty (30) calendar 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 - LAYOFF AND RECALL

24.1 Layoff

- (a) Layoff means the termination of employment due to position abolishment.
- (b) Both parties recognize that job security should increase in proportion to length of service. In the event of layoff employees shall be laid off in reverse order of

seniority within the job classification where the reduction will occur, providing the senior employees being retained are qualified to perform the work pursuant to Article 13.2. If the laid off employee is not the junior employee, the employee will have the option of displacing the junior employee in the bargaining unit providing he or she is qualified to perform the work pursuant to Article 13. 2, or accept the layoff.

- (c) The Employer shall notify employees who are to be laid off 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, he/she shall be paid for the days for which work was not made available.
- (d) The right to bump shall not include the right to bump up in either hours of work or pay.

24.2 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 employed with another Employer at the time of recall shall give the Employer notice of his/her intention to return to work and shall return to the services of the Employer within two (2) weeks of notice of recall. If the employee fails to return at that time, the name will be struck from the seniority list and his/her employment will be deemed to be terminated except where the employment is of short duration as set out in (b) above.
- (d) No new employees will be hired until those who are on layoff and are qualified pursuant to Article 13.2 have been given an opportunity of recall.

24.3 Temporary Reduction of Work

When a temporary reduction in hours of work is required within a job classification, the senior employee affected may pull up hours from the junior employee(s) within the job classification in order to minimize the effect of the reduction on the senior employee, providing the senior employee is qualified to perform the work of the junior employee(s), pursuant to Article 13.2.

ARTICLE 25 - SENIORITY

25.1 Definition and Application

- (a) Seniority for full time employees means the length of continuous employment from date of hire to a permanent position in the bargaining unit. If two (2) or more employees are hired on the same date, their first day of work shall determine their seniority.

- (b) Seniority for part time employees means the number of paid hours from date of hire to a permanent position in the bargaining unit.
- (c) An employee on the full time seniority list who accepts a part time position shall be credited with their total full time seniority and placed accordingly on the part time seniority list.
- (d) An employee on the part time seniority list who accepts a full time position shall have his or her seniority hours converted to months using the maximum full time hours for his or her classification, pursuant to Article 14.1, and the date of hire to the full time position shall be back dated an equivalent period of time.
- (e) Full time seniority shall take preference over part time seniority.

25.2 Updating of Seniority Lists

- (a) These seniority lists will be brought up to date every six (6) months and each revision will be placed in the Union binder in each work location during the months of January and July. Employees shall have thirty (30) days to file any corrections to the seniority lists. In the absence of any corrections agreed to by the parties, the lists shall be deemed accurate.
- (b) A copy of the seniority lists will be sent to NSGEU.
- (c) When applying seniority for vacation, job posting or layoff, the most recently posted seniority list shall be relied upon by the Employer.

25.3 Loss of Seniority and Employment

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

- (a) Resignation from a permanent position 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 extenuating circumstances preventing the employee from being able to notify 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.

- (g) The employee failing to return to work upon the expiration of an authorized leave of absence, unless prior to expiration of the leave, a continuation is approved in writing by the Employer.
- (h) The employee using a leave of absence for a purpose other than that for which the leave was granted.

25.4 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 26 – LABOUR MANAGEMENT COMMITTEE

26.1 The Union and the Employer 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 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.

ARTICLE 27 – GROUP INSURANCE

27.1 Group Benefit Plans

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

27.2 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.

27.3 Participation for Life and AD&D

Participation shall be mandatory for life and AD&D.

27.4 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.

27.5 LTD Premiums

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

27.6 Eligibility for Plan Participation

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

27.7 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 reimburse 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 28- COMPENSATION FOR INJURY ON DUTY

28.1 (a) When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his/her duties, the Employer shall grant the employee leave in the manner prescribed by the *Workers' Compensation Act* for a period as specified by the Workers' Compensation Board.

(b) The Workers' Compensation benefit shall be payable to the employee.

28.2 (a) An employee who has a claim for Workers' Compensation benefits shall be entitled to use earned sick leave credits while the claim is pending. In the event the employee's claim is approved, the employee shall reimburse the Employer for the paid sick leave, less the amount owed to the employee pursuant to Article 28.2 (c), and the employee's sick leave bank will be credited an equivalent amount.

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

(c) In the event the employee's claim for Workers' Compensation is approved, the employer will pay the employee seventy five (75) percent of his/her 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.

- 28.3 Subject to eligibility requirements in the plan policies, employees shall continue participation in the group insurance plan by contributing his/her share of the plan premiums for a period of six (6) months from the date of injury. Following expiration of this six (6) month period and providing the employee remains on wage loss benefits under Workers' Compensation, the employee may choose to continue participation in the plan by paying one hundred percent (100%) of the premium.

ARTICLE 29 - DAMAGE TO EMPLOYEE PROPERTY

- 29.1 Where the personal property of an employee, necessary to the performance of the employee's duties, is damaged by the client in the execution of these duties, the Administrator shall arrange to reimburse the employee, or arrange for necessary repairs, if the Administrator 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 30 – DURATION & RETROACTIVITY

- 30.1 Duration

This Agreement shall be effective from July 14, 2009 to March 31, 2012.

- 30.2 No Retroactivity Except for Wages

Unless specifically provided otherwise, 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.

- 30.3 Wages Specified in Appendix "A"

Wage increases for the duration of the contract shall be as specified in Appendix "A" and are subject to employees meeting the training standards as set out by the Department of Community Services.

- 30.4 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. Failure by either party to give such notice shall result in this contract being renewed automatically for a period of one (1) year.

SIGNED at Antigonish, Nova Scotia this 29th day of March, 2011.

On behalf of the Union:

On behalf of the Employer:

Joan Jessome
President, NSGEU

Jeff Teasdale
Executive Director

Jo-Ann Bailey
Employee Relations Officer

Hector MacDonald
President, Local 61

Sheila Landry
Witness

APPENDIX A - Wages

July 14, 2009

| | | |
|----------------------------|----------|-----------|
| Instructor | Biweekly | \$1341.60 |
| Independent Support Worker | hourly | \$ 16.77 |
| Residential Councillor | hourly | \$ 16.77 |

April 1, 2010

| | | |
|----------------------------|----------|-----------|
| Instructor | Biweekly | \$1355.20 |
| Independent Support Worker | hourly | \$ 16.94 |
| Residential Councillor | hourly | \$ 16.94 |

April 1, 2011

| | | |
|----------------------------|----------|-----------|
| Instructor | Biweekly | \$1368.80 |
| Independent Support Worker | hourly | \$ 17.11 |
| Residential Councillor | hourly | \$ 17.11 |

APPENDIX B – Memoranda of Agreement

Memorandum of Agreement #1

Grandfathering of Full Time Status

1. The parties acknowledge that the following employees have worked less than full time hours but have been granted full-time status:

| | |
|-----------------|--|
| Anthony Borden | 62 hours bi weekly |
| Maureen Bennett | 64 hours bi weekly |
| Rosie Mills | 65 hours bi weekly, averaged over the 5 week rotating schedule |

The parties agree that these employees shall continue to maintain these hours of work and full time status under the Collective Agreement; however earned benefits shall be pro-rated based on paid hours.

2. The bi weekly hours listed in paragraph 1 will be scheduled by the Employer.
3. Available shifts resulting from this MOA will be assigned in accordance with Appendix C.

Memorandum of Agreement #2

Re: Individual Support Role Filled by Residential Counselor (Jeff Van Sickle)

Whereas the Parties have met to consider matters related to the provision of services for an individually supported resident at the vocational centre;

And whereas a Residential Counselor was hired to perform these services;

And whereas the Residential Counselor shall be required to work at the vocational services site;

Now therefore, the Parties have agreed that said employee shall be classified as a full time Residential Counselor and shall be covered by the terms and conditions of employment for a Residential Counselor except as specifically set out below:

Article 14 – Hours of Work

14.1 The regular hours of work shall be a minimum of seventy (70) hours and a maximum of eighty (80) hours biweekly.

14.2 Shift Schedules, shall not apply

14.8 Shift report shall not apply

Article 18 - Pay Provisions

18.6 Workshop Shutdowns, shall apply

Article 20 – Vacation

20.2 (c) Shall not apply and for greater clarity 20.2 (b) shall apply

Memorandum of Agreement #3

Re: Article 20 – Vacations

Banked Vacation Time – Full Time Employees

Notwithstanding Article 20.2 (d) of the Collective Agreement, employees who on the signing date of the Agreement have vacation banks in excess of the allowable limit shall be entitled to maintain those excess vacation hours.

APPENDIX C - Procedure for Assigning Vacant Shifts in Residential Services

1. Definition

For the purpose of Appendix C only, 'employee' shall mean those that work on a full time, part time, and casual basis in residential services.

2. Employee Availability Form

- Employees who wish to be assigned vacant shifts must complete the Employee Availability Form (Form) in order to be eligible for such assignments.
- The completed Form must be submitted to the Supervisor prior to the schedule being posted and the Employer will continue to rely on the Form until such time as an employee submits a revised Form to the Employer.
- Employees must specify on the Form their availability to work shifts in addition to their regular schedule, specifying both days and times.
- Employees will also specify the maximum number of hour per week they would prefer to work, including their regular schedule.
- Any changes to the Form must be submitted to the Employer two (2) weeks prior to next four (4) week schedule issued.
- For greater clarity, an employee is not eligible to be assigned vacant shifts if the Form is not completed in accordance with paragraph two (2).

3. Assignment Criteria

The selection of employees for vacant shifts will be the sole responsibility of the Supervisor. The Supervisor will make every reasonable effort to distribute vacant shifts to employees on a fair and equitable basis. Assignments will be based on employee availability and a suitable match of the employee to the work to be carried out.

4. Fair and Equitable Distribution

(a) Fair and equitable distribution will be assessed on a quarterly basis by a two (2) person Look Back Committee, one (1) management and one (1) union. Any deficiencies will be addressed during the next quarter.

(b) Fair and equitable shall be measured based on the relative proportion of an employee's specified availability to that of other employees.

(c) Refused shifts and no answer calls will be considered offered shifts in the determination of fair and equitable distribution. The assignment of vacant shifts where the Employer received less than forty eight (48) hours notice will not be used in the determination of fair and equitable distribution.

APPENDIX D - Grandfathering Provisions

Article 14.1 (b) (i)
Article 14.1 (b) (vi)
Article 20.2 (a)
Article 27.2
Article 27.5

Appendix D applies only to Eligible Employees. Eligible Employees are those Permanent Full Time Employees employed with the Employer on March 1, 2011 and identified in paragraphs 1 to 3 below who, notwithstanding certain provisions of the Collective Agreement, will maintain terms and conditions of employment they held on March 1, 2011 as expressly set out below:

PARAGRAPH 1 Hours of Work – Article 14.1 (b) (i) and 14.1 (b)(vi)

- 1.1 Notwithstanding Article 14.1 (b) (i), the regular hours of work in vocational services for Eligible Employees shall be thirty-five (35) hours per week, seven (7) hours a day.
- 1.2 Notwithstanding Article 14.1 (b) (vi), Eligible Employees in vocational services shall receive five (5) days paid leave for the March Break, prorated accordingly for those employees who worked less than full time hours in the preceding twelve (12) months.
- 1.3 Notwithstanding Article 14.1 (b) (vi), Eligible Employees in vocational services shall receive thirty-five (35) hours paid leave during Summer Break, with the thirty-five (35) hours deducted from IVP lieu time.

PARAGRAPH 2 Vacations – Article 20.2 (a)

- 2.1 Notwithstanding Article 20.2 (a) of the Collective Agreement, Eligible Employees in Residential and Vocational Services after fifteen (15) years service shall earn two and one half (2.5) days vacation for each full calendar month of paid employment. (Maximum of 30 days per year)

PARAGRAPH 3 Group Insurance – Articles 27.2 & 27.5

- 3.1 Notwithstanding Article 27.2 & 27.5 of the Collective Agreement, Eligible Employees in Residential Services shall have group insurance benefits paid fully by the Employer.
- 3.2 Notwithstanding Article 27.5 of the Collective Agreement, Eligible Employees in Vocational Services shall maintain the cost sharing arrangement that exists on March 1, 2011.

APPENDIX E - 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 – **Checkoff** - In its entirety.
- Article 8 – **Union Communications** - In its entirety.
- Article 9 – **Information** - In its entirety.
- Article 13 – **Job Posting** – In its entirety.
- Article 14 – **Hours Of Work** - In its entirety.
- Article 15 – **Overtime** - In its entirety.
- Article 16 – **On Call and Call Out** – In its entirety.
- Article 17 – **Transportation** - In its entirety
- Article 18 – **Holidays** - In its entirety.
- Article 19 – **Staff Training** - In its entirety
- Article 20 – **Vacations**
The term employee shall receive four (4%) per cent vacation pay on wages earned during each pay period.
- Article 22 – **Leaves of Absence**
Articles 20.1, 20.2, 22.10 only.
- Article 23 – **Grievance and Arbitration** - In its entirety.
- Article 26 – **Labour Management Committee** - In its entirety
- Article 28 – **Compensation For Injury On Duty** - In its entirety.
- Article 29 – **Damage To Employee Property** - In its entirety.
- Article 30 – **Duration And Retroactivity** - In its entirety.
- Appendix “A” – **Salary and Wages**- In its entirety.
- Appendix “C” – **Procedure for Filling Vacant Shifts in Residential Services** - In its entirety.
- Appendix “E” – **Term Employees** - In its entirety.

MEMORANDUM OF AGREEMENT

Between

Canadian Association for Community Living
(The Employer)

And

Nova Scotia Government and General Employees Union, Local 61
(The Union)

RECEIVED

MAY - 5 2011

NSGEU

Amendment of Article 30.04 – Notice to Renegotiate

Article 30.04 – Notice to Renegotiate shall be amended by this MOA as follows:

Notice of an intent to renegotiate this contract in its entirety shall be made in writing by either party to the other **within the period of two (2) months prior to** the date of expiration of this Agreement. Failure by either party to give such notice shall result in this contract being renewed automatically for a period of one (1) year.

This MOA shall form part of and be incorporated into the Collective Agreement dated July 14, 2009 to March 31, 2012.

Signed at Halifax this 27 of April, 2011

On behalf of the Union

On behalf of the Employer

Jo-ann Bailey
Jo-ann Bailey
Employee Relations Officer

Jeff Teasdale
Jeff Teasdale
Executive Director

Hesterie L. Long
Witness

Shirley Landry
Witness