

Collective Agreement

Between

**Yarmouth Association for Community Residential Options
(Hereinafter referred to as the “Employer”)**

and

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

April 1, 2011 to October 31, 2012

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PREAMBLE

WHEREAS YACRO is a not-for-profit Agency providing residential and vocational support for children and adults with disabilities, which exists to enhance each person's potential to live, work and socialize within the community in the least restrictive, most inclusive manner;

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

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

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

ARTICLE 1 - DEFINITIONS

1.1 For the purpose of this Agreement:

- (a) "Bargaining Unit" or "Local Union" is the Permanent Full-Time, Permanent Part-Time, Probationary and Term Employees who are employed by the Employer and are members of NSGEU, local 59 A and B.
- (b) "Business Day" means Monday to Friday excluding any holidays when the Employer's business offices are closed.
- (c) "Casual Worker" means a person who is not an Employee, is not a member of the Bargaining Unit and is not covered by the collective agreement. The Casual Worker is employed on a day-to-day basis as required.
- (d) "Classification" means the position an Employee holds as outlined in Appendix A.
- (e) "Designated Location" means the places designated by the Employer where support is being provided.
- (f) "Employee" shall mean a Permanent Full-Time, Permanent Part-Time or Probationary Employee, except for Appendix "D" where it shall mean a Term Employee. An Employee is included in the Bargaining Unit.

- (g) "Employer" means Yarmouth Association for Community Residential Options (YACRO).
- (h) "Holiday" means the twenty-four (24) hour period commencing 0001 hours and ending at 2359 hours on the day designated as a holiday in this Agreement.
- (i) "Management" means those staff delegated by the Employer to act on its behalf.
- (j) "Night Awake Shift" means a period of full awake hours between 7 p.m. and 9 a.m. and includes the core night period of 11 p.m. to 7 a.m.
- (k) A "Permanent Employee" means a member of the Bargaining Unit who is:
 - (i) a Permanent Full-Time Employee employed to work eighty (80) hours bi-weekly on a regularly scheduled and continuing basis and who has completed the probationary period; or
 - (ii) a Permanent Part-Time Employee who is employed to work less than eighty (80) hours bi-weekly on a regularly scheduled and continuing basis and who has completed the probationary period.
- (l) "Probationary Employee" means one hired to fill a Permanent Full-Time or Permanent Part-Time position but who has not completed the probationary period as set out in Article 10.
- (m) "Seniority" means the length of continuous employment from date of hire to a Bargaining Unit position as calculated in accordance with Article 31 (Seniority).
- (n) "Service" means the total accumulated months of employment with the Employer in a Bargaining Unit Position. Month of employment means one where the Employee has a minimum of sixty (60) paid hours in a calendar month.
- (o) (i) "Term Employee" means one from outside the Bargaining Unit hired to fill a Term Position. The Term Employee shall be covered by only those provisions of the Collective Agreement outlined in Appendix "D".
 - (ii) "Term Position" is a position in the Bargaining Unit which will be vacant for a period greater than four (4) consecutive months, but not more than twelve consecutive (12) months, due to the absence of a Permanent Employee or for additional temporary staffing. The

twelve (12) month period may be extended by mutual agreement of the parties

(iii) For greater clarity a Permanent Employee filling a Term Position shall maintain permanent status and benefits shall be in accordance with Article 13.5.

(p) "Union" means the Nova Scotia Government and General Employees Union.

1.2 Benefits for Part-Time Employees covered by this Collective Agreement will be limited to those specifically provided to such Part-Time Employees in this Agreement.

1.3 Unless any provision in this Agreement otherwise specifies, the plural includes the singular, the masculine includes the feminine, and vice versa as the context may require.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the NSGEU as the Bargaining Agent for Permanent Employees, Probationary Employees, and Term Employees as defined in Article 1, employed as Community Residential Workers, who support people with disabilities who live in a community residential setting in Yarmouth, and Halifax Regional Municipality, excluding Casual Workers, office workers, marketing manager, maintenance workers, Supervisors, those above the rank of Supervisor, and those excluded by subsection (2), Section 1 of the *Trade Union Act*.

2.2 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

3.1 The management and direction of Employees and operations is vested exclusively in the Employer. All the functions, rights, power 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.

3.2 The Employer agrees that its rights will not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 4 – DISCRIMINATION

- 4.1 Neither the Employer, the Union, or 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 maintain a harassment policy.
- (c) The Union may file a grievance where it is alleged the Employer has failed to follow the harassment policy.
- (d) For greater clarity, harassment includes any form of bullying behavior.
- 4.3 Same Sex Family Status
- Any applicable family oriented benefits shall be available to families with same sex spouses.
- 4.5 The Employer 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 Program Directors to the NSGEU.

- 6.2 On request of the Union with at least two (2) weeks' notice, and where operational requirements permit, leave of absence may be granted to Employees for attendance to Union business. The Employer will continue the regular wages and benefits of the Employee who is granted leave in accordance with this article, and the Union will reimburse the Employer for the Employee's wages and benefits. Such permission shall not be unreasonably withheld.
- 6.3 Where operational requirements permit, 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 shall be first obtained from their Supervisor or a Program Director.
- 6.4 The Employer acknowledges the right of the Union to elect or appoint a Negotiating Committee of not more than four (4) Employees, two (2) from Yarmouth and two (2) from Halifax Municipality who have attained at least six (6) months' seniority, and will recognize the said Committee with respect to contract negotiations with the Employer. Time spent in these negotiations shall be with pay and the Union shall reimburse the Employer for wages and benefits paid to the Employees.
- 6.5 Union staff shall be permitted access to only the Employer's offices located at; Yarmouth Association for Community Residential Options, 6 Thurston Street, Yarmouth NS, B5A 2C6 and YACRO Metro, 1 Gloster Court, Dartmouth NS, B3B 1X9 having given a prior request and subject to the access taking place at a mutually agreeable time.
- 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 paragraphs (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, provided one (1) months' notice is provided to the Employer.

- (e) All group insurance benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary and benefits shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of 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, providing she possesses the required qualifications and competencies for the position. Any costs associated with attaining or upgrading said qualifications and competencies will be the responsibility of the Employee.
- (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.

ARTICLE 7 – DUES DEDUCTIONS

- 7.1 The Employer will, as a condition of employment, deduct an amount equal to the Union's membership dues from the bi-weekly pay of all Employees. Dues deductions for Employees entering the Bargaining Unit shall commence on their 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 and 7.2 shall be remitted monthly to the Secretary-Treasurer of the Union by the 15th of the month following the deductions and shall be accompanied by particulars identifying each Employee and the deductions made on her behalf. The Employer shall advise the Union of any extended unpaid leaves of absences or terminations.

- 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

- 8.1 In YACRO homes and the Supported Apartments Office, the Union may have a binder set up for Union communication.

ARTICLE 9 - INFORMATION

- 9.1 (a) The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally between the Employer and the Union.
- (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 statement of her/his employment status.
- 9.3 (a) The Union Steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes some time during the term of their probation for the purpose of acquainting the new Employee with the benefits and duties of Union membership.
- (b) The Employer shall inform the secretary of the local on a monthly basis of the names, dates of hire and designated location of Employees new to the Bargaining Unit. The Union may provide the Employer with a form to be completed by the newly hired Employee for provision of additional information, to be forwarded by the Employee to the Union. The Employer will include the form in the Employee orientation package.
- 9.4 (a) The Employer will provide the Employee with a copy of his/her current job description.
- (b) Copies of current job descriptions for Employees shall be forwarded to the Union upon signing of this Agreement. Thereafter, revised job descriptions shall be provided to the Union within fifteen (15) days of final revisions.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.1 (a) All newly hired Employees to the Bargaining Unit in a permanent position shall serve a probationary period of one thousand five hundred and sixty (1,560) hours of active employment. For the purpose of Article 10, active employment means all hours worked.
- (b) In the event that a Term Position is filled by a Casual Worker, and where the Term Position being temporarily filled becomes permanent, or where the permanent position being temporarily filled becomes vacant, and where the incumbent is successful in obtaining that Permanent Position without returning to Casual Worker status, the time worked in the Term Position shall be credited to the Employee's probationary period.
- 10.2 (a) The probationary period may, at the Employer's sole discretion, be extended for a period not to exceed four hundred eighty (480) hours of active employment.
- (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 Probationary Employees may be discharged during the probationary period at the Employer's discretion by providing the Employee with two (2) weeks' regular pay in lieu of notice. In such cases, the Probationary Employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer has acted in bad faith.
- 10.4 The Employer shall, upon successful completion of the probationary period, confirm employment on a permanent basis
- 10.5 An Employee shall be compensated for approved orientation shifts in Designated Locations.

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 a Shop Steward to be present. If no Shop Steward is available, then the Employee may have another available

Employee of his/her choice present to ensure the meeting proceeds as scheduled. Shop Stewards or the replacement Employee shall be compensated in accordance with Article 6.3.

- 11.2 Where an Employee is suspended without pay or discharged, the Employer shall notify the Employee, in writing, within five (5) business days stating the reason for the suspension or discharge. With the Employee's permission, a written copy shall be provided to the Union.
- 11.3 Where an Employee alleges that he has been suspended without pay or discharged contrary to Article 11.1, he shall lodge his grievance at Step 2 of the grievance procedure within ten (10) business days of the date of the disciplinary meeting.

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 receipt of a written request to the Director of Finance, Employees shall not be denied reasonable supervised access to their personnel file.
- 12.3 Discipline imposed on an Employee shall not be introduced as evidence at the disciplinary hearing if the Employee was not informed of the disciplinary matter when it occurred.
- 12.4 (a) Subject to Article 12.4(b), where a record of disciplinary action has been in an Employee's file for more than three (3) years, and where no further disciplinary action has occurred, the Employer shall remove the document from the file; however, any record of discipline relating to client abuse or criminal activity shall remain in the Employee's file for seven (7) years.
 - (b) When an Employee has been disciplined for a medication error, the record of discipline shall be removed from the Employee's file and destroyed one (1) year after the incident.

ARTICLE 13 - JOB POSTING

- 13.1 (a) When a new Bargaining Unit position is created, or a vacancy occurs in a permanent Bargaining Unit position that the Employer intends to fill, the Employer shall post notice of such new position or vacancy for a period of

seven (7) calendar days. Posting of notice means placement of the job posting in the Union communication binder and business offices.

- (b) Term Position as defined in Article 1.1(o)(ii) that the Employer intends to fill shall be posted for a period of seven (7) calendar days.

13.2 The notice posted shall include, but is not limited, to the following:

- (i) the Designated Location of the position.
- (ii) whether the position is Permanent Full-Time, Part-Time or Term.
- (iii) if Term, the expected duration of the assignment.
- (iv) the job requirements; and
- (v) a preference of gender for the purposes of personal care and role modelling or where such preference is otherwise demonstrably justified.

13.3 In filling positions, applicants will be assessed on the basis of qualifications and ability. Where two or more applicants are relatively equal, in the discretion of Management, the position will be awarded on the basis of Seniority.

13.4 Should the successful candidate for a posted vacancy be a Permanent Employee, the Employee will be placed in the position on a Trial Period for up to three hundred forty-six (346) hours worked. If the Employee proves unsatisfactory in the new position during the trial period, they will be returned to her former position and salary without loss of seniority and any other Employee promoted or transferred because of the rearrangement of positions will be returned to their former position and salary without loss of seniority. If the successful candidate in a job competition vacates the awarded position within the three hundred forty-six (346) hour time limit the Employer may fill the position with the next ranked applicant without reposting the position.

13.5 A Permanent Full-Time Employee who fills a part-time Term Position will receive Permanent Part-Time Employee benefits and a Permanent Part-Time Employee who fills a full-time Term Position shall receive Permanent Full-Time Employee benefits.

ARTICLE 14 - HOURS OF WORK

14.1 (a) The regular hours of work for full-time Employees shall be eighty (80) hours over a two-week pay period, inclusive of a paid thirty (30) minute lunch period.

- (b) The regular hours of work for part-time Employees shall be less than forty (40) hours per week, inclusive of a paid thirty (30) minute lunch period but exclusive of shifts which are additional to contracted hours.
- 14.2 The shift schedule will be posted at least four weeks in advance where operationally feasible.
- 14.3 Changes to Individual Schedule
- The Employer recognizes that short notice changes to an Employee's individual schedule is difficult and the Employer will make every reasonable effort to minimize schedule changes. Nevertheless, changes in operational needs sometimes necessitate 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.
- 14.4 Where a Designated Location has a split shift, and where the hours between the split shift become available, preference for filling the available hours shall be given to the Employee scheduled to work the split shift. The Employer shall then fill the second part of the split shift with a replacement.
- 14.5 The changing of Daylight Saving to Standard Time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours, and no overtime shall accrue.
- 14.6 Shifts may be exchanged between Employees in a Designated Location. The exchange must be submitted on the "Shift Exchange Form" to the supervisor at least two (2) business days prior to the exchanged shift and must be approved by the supervisor. Notwithstanding the foregoing, the two (2) business days' notice may be waived where the Employee is unable to provide such notice due to circumstances beyond the Employee's control, and providing the request is communicated by direct consultation with the Employee's Supervisor. The shift exchange form shall then be submitted upon approval. A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a reduction in an Employee's bi-weekly contracted hours.
- 14.7 (a) The Employer shall ensure that no full-time Employee is regularly scheduled to work more than five (5) consecutive shifts in a two week pay period without at least two (2) consecutive days off (48 hours) unless mutually agreed otherwise between the Employee and Employer.
- (b) The Employer shall ensure that no part-time Employee is regularly scheduled to work more than seven (7) consecutive shifts in a two-

week period unless mutually agreed otherwise between the Employer and the Employee.

- (c) The consecutive shifts referred to in (a) and (b) above include regularly scheduled (contracted) hours of work only.
 - (d) For the purpose of (a) and (b) above, a split shift shall be deemed a single shift.
 - (e) Where an Employee is required to work rotating shifts, the day, evening, and night shifts will be assigned to Employees as equitably as possible. This does not preclude Employees from being continually assigned to an evening or night shift at their request where such continuing assignment is acceptable and agreed upon by the Employees involved and the Employer.
 - (f) All part-time Employees working a regular rotation will have weekends off scheduled as equitably as possible within their Designated Location. This does not preclude Employees from being continually assigned to working all weekends where such continuing assignment is acceptable and agreed upon by the Employees involved and the Employer.
- 14.8 It is the sole responsibility of the Employer to schedule the hours of work of employees as long as it does not contravene the express requirements of this contract.
- 14.9 Notwithstanding the provisions of Articles 14, 1.1(k), or any other provision of the Collective Agreement, the schedules for Employees working in the ILS and Supported Apartment Programs shall be flexible to meet the needs of the people supported.

ARTICLE 15 - OVERTIME

- 15.1 (a) For full-time Employees, all hours worked in excess of the scheduled work day (8 hour shift or more), or work in excess of eighty-eight (88) hours in a bi-weekly pay period shall be compensated at the Employee's overtime rate.
- (b) For Permanent Part-Time Employees, all hours worked in excess of eighty-eight (88) hours in a bi-weekly pay period shall be compensated at the Employee's overtime rate.
- 15.2 All overtime must receive prior authorization.

- 15.3 Compensation rates for full-time and part-time Employees for overtime hours shall be time and one-half (1.5) for all hours as per Article 15.1.
- 15.4 (a) Compensation for overtime for full-time Employees may be in the form of time off or pay, as mutually agreed between the Employee and the Employer. If time off is elected, such time shall be granted at the discretion of the Employer.
- (b) Compensation for overtime for part-time Employees shall be in the form of pay.
- (c) Notwithstanding (a) above, an Employee who works an overtime shift in a Designated Location other than the Employee's Designated Location, shall be compensated in the form of pay.
- 15.5 When time off with pay in lieu of overtime has not been granted or taken within ninety (90) calendar days of the overtime being worked, compensation for overtime shall be in pay.
- 15.6 An Employee must work at least ten (10) minutes beyond his normal shift before being eligible for overtime compensation.
- 15.7 In computing overtime, a period of ten (10) to thirty (30) minutes shall be counted as one-half (½) 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 - STANDBY

16.1 Standby

When a situation arises that allows temporary reduced staffing at a Designated Location for a period of time (usually 24 hours or less), an Employee, in consultation with the Employer, may be offered the option of changing their Designated Location for the duration of their scheduled shift or leaving the workplace, but being immediately available for the agreed upon period of time.

16.2 Employee Availability

An Employee who chooses to leave the workplace must ensure they leave contact information should the Employer require their return to active work.

16.3 Standby Compensation

Compensation for standby in Article 16.1 shall be one-half (1/2) the Employee's pay rate for any agreed upon period of standby, and regular rate of pay for any hours of active work.

ARTICLE 17 - TRANSPORTATION

- 17.1 The Employer agrees to reimburse Employees for travel if prior authorization has been received. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on January 1 of each year such rate or any amendment of that rate should they occur.

ARTICLE 18 - PAY PROVISIONS

- 18.1 (a) The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday, Employees shall be provided with electronic access to an itemized record of wages, overtime, other pay and deductions.
- (b) Should the Employer make an error in an Employee's pay, this shall be corrected and the Employee shall receive the missed salary within two (2) business days of the problem being reported to the Employer.
- 18.2 (a) Shift Differential
- Effective the first pay period following date of ratification, an Employee shall receive a shift differential payment of one dollar and fifty cents (\$1.50) per hour for every regular hour worked between 7 pm and 7 am.
- (b) Weekend Premium
- Effective the first pay period following date of ratification, an Employee 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, RRSP or any other benefits under this agreement.
- 18.3 Training and Retraining
- (a) Where retraining of Employees is necessary, it shall be provided during normal business hours where possible. Employees shall be compensated for all training that is required for Employees to maintain required training standards as set out by the Department of Community Services.

- (b) The Employer shall continue to make available appropriate training programs to enable Employees to perform present and future duties more effectively.
- (c) Pursuant to Article 32.3, an Employee shall be responsible to maintain required training standards as set out by the Department of Community Services in order to maintain the classification of Community Residential Worker.

ARTICLE 19 – VACATIONS

- 19.1 A Permanent Full-Time Employee shall accumulate vacation with pay in accordance with the following:
- (a) each year during the first twenty-four (24) months of service at the rate of .8 days for each month of service (2 weeks per year); and
 - (b) each year after twenty-four (24) months of service at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of service (3 weeks per year) ; and
 - (c) each year after sixty (60) months of service at the rate of one and two-thirds ($1\frac{2}{3}$) days for each month of service (4 weeks per year); and
 - (d) each year after one hundred and twenty (120) months of service at the rate of two and one-twelfth ($2\frac{1}{12}$) days for each month of service (5 weeks per year).
- 19.2 (a) Part-Time Employees who have been employed for less than eight (8) years shall accumulate four (4) percent vacation based on their previous year's earnings. Part-Time Employees who have been employed for eight (8) years or more shall accumulate six (6) percent vacation based on their previous year's earnings.
- (b) Vacation pay shall accumulate and be paid, to the Part-Time Employee at the time he or she takes vacation in accordance with 19.2(a).
- 19.3 Notwithstanding 19.1 and 19.2, an Employee with a seniority date prior to the date of ratification of this Collective Agreement shall maintain his/her vacation accumulation rate.
- 19.4 The vacation year shall be April 1 to March 31, inclusive.
- 19.5 Vacation leave shall not be taken except with the prior approval of the Employer.

19.6 Vacation Request

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used during the year in which it is earned.
- (b) The Employee shall advise the Employer in writing of her vacation preference before February 1 of each year and the Employer shall approve these requests by March 15 of each year.

19.7 Vacation Scheduling

An Employee shall be granted vacation leave at such time during the year as the Employer determines. Subject to operational requirements of the service, the Employer shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the Employee's written request, the Employer or delegated official shall give the reason for the disapproval.

19.8 Restriction on Numbers of Employees on Vacation

- (a) Where operational requirements necessitate a decision by the Employer to place a restriction of the number of Employees on vacation leave at any one time, preference for a period of up to two (2) weeks of unbroken vacation shall be given to Employees with the greatest length of seniority.
- (b) After each Employee has been granted vacation in accordance with Article 19.6 (b), all remaining vacation entitlements shall be granted in accordance with seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered by seniority to Employees provided the Employees requested that time in accordance with Article 19.6 (b).
- (d) Any time off request received outside 19.6 (b) shall be approved on a first come first served basis. The Employer will endeavor to grant requests based on operational requirements and shall inform the Employee within 10 days of the request being made. This does not preclude the Employer from granting the request earlier if operationally feasible.

19.9 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement

shall be made in writing by the Employee to the Director of Finance not later than March 1st of the year in which the vacation is earned. The Employer shall respond in writing within one (1) week of receiving an Employee's request.

- (b) When an Employee is scheduled to take vacation and is unable to do so because of illness or injury, and where the vacation is unable to be rescheduled within the vacation year, he/she shall be entitled to carry over this unused vacation to the subsequent year.

19.10 An Employee, upon separation from the Employer, shall be compensated for vacation leave which was earned but not taken.

19.11 An Employee, upon separation from the Employer, shall compensate the Employer for vacation which was taken but not earned.

19.12 An Employee is entitled twice each fiscal year to be informed, upon request, of the balance of his vacation leave with pay credits.

19.13 Recall from Vacation

The Employer will make every reasonable effort not to recall an Employee to duty while on vacation leave or to cancel vacation once it has been approved. An Employee who has incurred expenses related to his/her vacation and, subsequent to their vacation approval, has their vacation cancelled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the Employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists. The Employee shall be required to submit proof of expenses when making a claim for reimbursement.

19.14 Reinstatement of Vacation Upon Recall

The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated to the vacation bank for use at a later date in accordance with Article 19.5.

19.15 Illness or Injury During Vacation

If an Employee becomes ill or injured for a period of at least three (3) consecutive days during a period of vacation, and such illness or injury is supported by a medical certificate from a legally qualified medical practitioner who has examined the Employee during the period of illness or injury, the Employee will be granted sick leave to the extent the Employee has existing sick leave credits, and his/her vacation credits will be restored. This medical certificate is to be provided to the

Employer immediately upon the return of the Employee and must include the following:

- (a) the date the Employee was examined by the physician;
- (b) the date the Employee became ill or injured;
- (c) the duration, or the expected duration of the illness or injury.

ARTICLE 20 – PAID HOLIDAYS

20.1 Full-Time Employees

- (a) The following days shall be considered paid holidays for full-time Employees.

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

One additional day per year as designated as a civic holiday currently deemed as being the first Monday in August.

- (b) When the holidays listed above fall on a full-time Employee's scheduled day off, the Employee shall receive another eight (8) hour day off with pay at a time that is mutually agreed between the Employee and Employer, or shall receive equal financial remuneration.
- (c) A full-time Employee who works on New Year's Day, Good Friday, Canada Day (July 1st), Labor Day or Christmas Day, shall be paid one and one-half times the regular rate of pay for all hours worked on the holiday and shall receive eight (8) hours pay for the holiday or, at the Employee's written request to the Finance Department seven (7) days in advance of the holiday, take the eight (8) hours in compensatory time.
- (d) A full-time Employee who works on Easter Sunday, Victoria Day, Thanksgiving Day, Remembrance Day, Boxing Day or the Civic Holiday shall receive the regular rate of pay for hours worked, and an additional eight (8) hours pay for the holiday or, at the Employee's written request to the Finance Department seven (7) days in advance of the holiday, take the eight (8) hours in compensatory time.

(e) Exception

Article 20.1 does not apply to an Employee who is absent without pay on both the scheduled working day immediately preceding and the scheduled working day following the designated holiday.

20.2 Part-Time Employees

- (a) The following days shall be paid holidays for part-time Employees, prorated to full time, based on the part-time Employee's contracted position:

New Year's Day, Good Friday, Canada Day (July 1st), Labour Day, and Christmas Day.

- (b) In order to be eligible for pay for these holidays, an Employee must:
- (i) receive pay for at least 15 of the 30 calendar days before the holiday; and
 - (ii) have worked her/his last scheduled shift or day before the holiday and the first scheduled shift or day after the holiday, unless on an approved paid leave.
- (c) A part-time Employee who works on New Year's Day, Good Friday, Canada Day (July 1st), Labor Day or Christmas Day, shall be paid one and one-half times the regular rate of pay for all hours worked on the holiday, in addition to the Employee's holiday pay pursuant to Article 20.2(a).

20.3 Holiday Coinciding with Paid Leave

Where a day that is a paid holiday for an Employee pursuant to Article 20.1 or Article 20.2, falls within a period of paid leave, the day(or portion thereof) shall be a paid holiday.

20.4 Overtime on a Holiday

Where a full-time Employee or part-time Employee is required to work overtime on a paid holiday as defined in the respective Article 20.1(a) or 20.2(a), the Employee will be paid 2.25 times his or her regular rate for each overtime hour worked.

20.5 Christmas or New Year's Day Off

Each Employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

ARTICLE 21- LEAVES OF ABSENCE

21.1 Special Leave

Permanent Full-Time and Part-Time Employees may, upon request, be granted special leave without pay at the discretion of the Employer. The leave shall not be unreasonably withheld.

21.2 With the exception of the specific continued coverage provided under Article 21.8(d), while on an approved leave of absence without pay of more than two (2) weeks duration (including Pregnancy, Adoption, Education and general leaves), there is no accumulation of any benefits under the contract (sick leave, holidays, vacations, etc.).

21.3 Bereavement Leave

- (a) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave for a period of five (5) consecutive calendar days, including the day of the funeral. "Immediate family" is defined as the Employee's father, mother, legal guardian, brother, sister, spouse (including common-law spouse, regardless of gender, of more than one (1) year), child, ward, grandchild, father-in-law, mother-in-law, step-parent, stepchild and a relative permanently residing with the employee.
- (b) An Employee shall be entitled to three (3) calendar days bereavement leave, inclusive of 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 paid bereavement leave pursuant to (a) and (b) above, a day shall equal all hours scheduled, based on contracted hours, that would have been worked by the Employee on the day taken as leave.
- (e) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided the Employee requests the leave in advance and operational requirements permit. Employees are not

required to give advance notice as provided in 19.4 (b) where requesting vacation leave for bereavement purposes.

- (f) Pursuant to Articles 21.3 (a) & (b), in the event the funeral service is not held during the normal bereavement period but deferred to a later date, the Employee shall be granted bereavement leave to attend the funeral without loss of pay, providing the total number of paid bereavement days does not exceed the number of days provided in Article 21.3 (a) or (b), whichever is applicable.

21.4 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 on suspension, who is required:
 - (i) to serve on a jury; or
 - (ii) to appear as a witness in a work-related case.
- (b) An Employee given a leave of absence with pay to serve on a jury pursuant to Article 21.4(a) (i) shall have deducted from his/her salary an amount equal to the amount that the Employee receives for such jury duty.

21.5 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 as soon as reasonably possible, but in no case later than the seventh (7th) month, forward to the Employer a written request for pregnancy leave;
- (c) the Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of the delivery;
- (d) the pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- (e) pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;

- (f) The Employer may require a pregnant Employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected unless the Employer can reasonably modify the Employee's duties for the period required or temporarily re-assign the Employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

21.6 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.

21.7 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.

21.8 Resumption of Work

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with 21.9(a) (ii).
- (b) An Employee is entitled to only one interruption and deferral of leave pursuant to Article 21.8 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 21.5, 21.6 and 21.7 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) Subject to plan eligibility requirements, Employees who wish to continue the Group Insurance Plan will pay the Employee's contributions by post-dated cheques prior to the commencement of leave. Employees have the choice of suspending their coverage while on leave.

21.9 Notice for Leaves

- (a) An Employee shall give the Employer four (4) weeks' notice of
 - (i) the date the Employee will begin pregnancy leave or parental leave; and
 - (ii) the date the Employee will return to work upon completion of the leave unless the Employee will take the maximum leave to which the Employee is entitled.

- (b) Notice given pursuant to Article 21.9(a) may be amended from time to time by the Employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before the earlier date;
 - (ii) by changing any date in the notice to a later date if notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the Employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.

- (c) The Employee shall give the Employer as much notice as reasonably practicable of:
 - (i) the date the Employee will begin pregnancy leave, where 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 21.8(a); and
 - (v) the resumption of parental leave by the Employee in accordance with Article 21.8(a) and 21.9(a) does not apply.

- (d) Notice shall be put in writing where the Employer so requests.

- (e) Upon the request of the Employer, where an Employee takes parental leave, pursuant to Article 21.7, interrupts and defers leave, pursuant to Article 21.8(a), or gives notice pursuant to Article 21.9(a), the Employee shall provide proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

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

21.10 Paid Leave for Birth of Child

On the occasion of the birth of 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.

21.11 Leave for Family Illness

- (a) In the case of illness of any Employee's husband, wife, son, daughter, father or mother, who permanently reside with the Employee and when no one 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 five (5) days per annum, which leave shall be deducted from the Employee's sick leave entitlement as provided under Article 22.2.
- (b) Employees shall be entitled to a leave of absence without pay to a maximum of eight (8) weeks for compassionate care, in accordance with section 60E of the Labour Standards Code.

21.12 Child & Elder Care Leave

Permanent Full-Time and Part-Time Employees may, upon request, be granted leave without pay in one or more periods of six (6) months duration to a maximum accumulated absence of one (1) year during an Employee's total period of employment. This leave shall be provided for the care and nurturing of children and for elder care.

ARTICLE 22 - SICK LEAVE

22.1 Eligibility

Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave may be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the Employee satisfies the Employer of their condition in the manner determined by the Employer and provided the Employee has sufficient sick leave credits.

22.2 Accumulation of Credits

- (a) Each Permanent Full-time Employee may be granted twelve (12) hours sick leave with pay for each 173.3 paid regular hours up to a maximum accumulation of nine hundred sixty (960) hours.

- (b) Each Permanent Part-time Employee may be granted pro-rated sick leave based on the part-time Employee's contracted hours (i.e. an Employee with a twenty hour contracted position would be granted six (6) hours for every 86.6 paid regular hours, and the maximum accumulation for such a Permanent Part-Time Employee will be four hundred and eighty (480) hours.)

22.3 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) An Employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an Employee. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.
- (c) The Employer may require an Employee to complete a Medical Fitness For Work Assessment when the Employer has a reasonable concern regarding the Employee's ability to perform the job requirements, or where the Employee is seeking a medical accommodation. In such instances, the Employer shall be responsible for paying the associated cost.
- (d) For the purpose of this Article, the Employer reserves the right to require an Employee to submit to an independent medical assessment, and the Employer shall be responsible for paying the associated cost.
- (e) If the foregoing documentation is not completed and produced, the time absent from work may be deducted from the Employee's pay.

22.4 Information to Employee

An Employee is entitled, once annually, to be informed in writing on written request, of the balance of her sick leave with pay credits.

- 22.5 In any case of absence of an Employee due to sickness, the absence shall be reported to the Employer at least one (1) hour before the start of a day shift and at least four (4) hours before the start of an evening or night shift, unless the Employee is incapable of reporting due to serious illness or accident.

ARTICLE 23 - LAYOFF AND RECALL

23.1 Layoff shall be defined as a reduction in the workforce of Permanent Employees or in a reduction in the regular hours of work for Permanent 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.

23.2 Layoff in Reverse Order of Seniority

In the event of a layoff, Employees shall be laid off in accordance with the procedure set out in Appendix C (Layoff and Recall Procedure).

23.3 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).

23.4 Recall in Order of Seniority

(a) Employees who are laid off as a result of a reduction in the workforce shall be recalled in accordance with the procedure set out in Appendix C (Layoff and Recall Procedure).

(b) Employees who are not recalled within twelve (12) months shall forfeit their right to recall.

23.5 No New Hires

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

23.6 Notice of Layoff

Where possible, the Employer shall notify Employees who are to be laid off twenty (20) business days prior to the effective date of layoff; but in no event shall the layoff notice be less than ten (10) business 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.

23.7 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 24 - GRIEVANCE AND ARBITRATION

24.1 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 on the grievance form.

24.2 Complaint / Grievance Procedure

STEP ONE - Complaint:

- (a) The Employee and/or steward/local president representing the Employee will first discuss the complaint with the Employee's immediate supervisor within fifteen (15) 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 supervisor shall give a response to the complaint within five (5) working days of the complaint.
- (b) If the Employee's Step 1 complaint is not discussed with the supervisor within the fifteen (15) working days, the complaint shall be deemed to have been abandoned and cannot be reopened.

STEP TWO – Grievance:

If the Employee does not receive a satisfactory settlement within ten (10) working days of the date she received or ought to have received the Supervisor's Step One response, the Employee shall submit the grievance in writing to the Executive Director. The Executive Director or designate shall respond in writing within ten (10) working days after receipt of the grievance.

STEP THREE – Referral to Arbitration:

Failing satisfactory settlement of the grievance at Step Two, if the Union decides to refer the dispute to arbitration, such referral shall be submitted in writing to the Employer within twenty (20) working days of the date the Employee received or ought to have received the Executive Director's Step Two response.

24.3 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.

24.4 Days Excluded in Time Limits

For the purposes this Article, working day shall exclude Saturdays, Sundays, and the holidays listed in Article 20.1.

24.5 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.

24.6 Policy Grievance

- (a) 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.
- (b) Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an Employee is not entitled to present the grievance unless he has the approval in writing of the Union, or is represented by the Union.

24.7 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.

24.8 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour. It is agreed that if voluntary mediation is utilized, neither party shall be deemed to have waived its right to proceed to arbitration unless the parties agree that the voluntary mediation recommendations shall be binding upon both parties.

24.9 Appointment of Single Arbitrator

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

- (a) they are able to agree upon the arbitrator, then such arbitrator shall be properly appointed;

- (b) they are unable to agree upon the arbitrator, then the Minister of Labour for Nova Scotia shall appoint.

24.10 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*.

ARTICLE 25 - GROUP INSURANCE BENEFITS

25.1 The Employer shall provide the following group insurance plans for Permanent Employees:

- Extended Health (Medical and Vision)
- Dental
- Accidental Death or Dismemberment (AD&D)
- Life Insurance, and
- Long Term Disability (LTD)

25.2 A Permanent Employee shall participate in the Group Insurance Plan provided the Employee is contracted to work twenty (20) hours per week, and subject to the eligibility requirements of the plan.

25.3 Employees shall commence participation in the plan on completion of the probationary period.

25.4 Employees who are covered under another medical and dental plan may, upon supplying proof of coverage, opt out of the extended health and dental benefits, but must retain the long-term disability and life insurance portion of the benefit plan.

25.5 (a) Overall benefits costs will be shared 50% by the Employer and 50% by the Employee; however, it is understood that in all cases, the Employee will be responsible to pay 100% of the Long Term Disability premium, thereby making any benefit received tax free.

- (b) The Employee share of the premium will be allocated first to pay 100% of LTD and Group Life (Life Insurance and Dependent Life Insurance), because it is advantageous from a tax perspective to have the Employee pay the full premiums.

- (c) Where the Employee's share covers 100% of the LTD and Group Life benefit premium, any balance of the Employee's share will be allocated to Extended Health and Dental premiums.

- (d) Where 50% of the Employee's total premiums will not cover 100% of the LTD premiums, the Employer will be deemed to have given the Employee additional income to have paid 100% of the LTD premium, and a taxable benefit equal to the additional amount required will be added to the Employee's earnings for Income Tax purposes.
- 25.6 Except as otherwise provided in this Agreement, an Employee who is on an unpaid leave of absence, for any reasons, shall be entitled to continue to participate in the group insurance benefits outlined in Article 25.1, provided:
 - (a) The plan provider approves the continued participation;
 - (b) The Employee reimburses the Employer for both the Employer and employee portion of the premiums by providing post-dated checks to the business office for these premiums prior to the commencement of such leave.
- 25.7 The agreement of the Employer to contribute to the cost of a group insurance plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article.
- 25.8 The Employer shall provide an Employee Assistance Plan (EAP).

ARTICLE 26 – GROUP RRSP PLAN

- 26.1 Each Permanent Full-Time Employee shall contribute to the Group Registered Retirement Plan (RRSP) upon successful completion of his/her probationary period. The Employer shall match Employee contributions to this plan at the rate of five (5) percent of paid regular wages.
- 26.2 Each Permanent Part-Time Employee may choose to contribute to the Group Registered Retirement Plan (RRSP) upon successful completion of his/her probationary period with matching contributions at the rate of five (5) percent of the Part-Time Employee's paid regular hours based on the Employee's contracted position. Upon attainment of two (2) years' service participation shall be mandatory.

ARTICLE 27 - COMPENSATION FOR INJURY ON DUTY

- 27.1 Employees who have been injured while on duty resulting in a time loss from work shall come off payroll from the date and time of injury and shall immediately apply for Workers' Compensation benefits.
- 27.2 (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.

- (b) In the event the Employee's claim for Workers' Compensation is approved the Employer will pay the full net pay for the first two (2) days of an injury or accident for which the Employee is off for less than five (5) weeks, provided the Employee has existing sick leave credits.

- 27.3 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, Employees may choose to continue participation in the plan by paying one hundred percent (100%) of the premium.

ARTICLE 28 - DAMAGE TO EMPLOYEE PROPERTY

- 28.1 Where the personal property of an Employee, necessary to the performance of the Employee's duties, and in compliance with Employer policy, is damaged by the client in the execution of these duties, the Executive Director shall arrange to reimburse the Employee for reasonable expenses, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage had been taken. Personal items are watches, glasses and clothing; and damage to an Employee's automobile, by the client, which occurs while transporting the client in the course of the Employee's regular job requirements.

ARTICLE 29 – HEALTH AND SAFETY

- 29.1 Yarmouth Association for Community Residential Options, (YACRO) agrees to be bound by the provisions of the *Occupational Health and Safety Act, 1996, c. T, s.1* and regulations, and to make all reasonable provisions for the occupational health and safety of the Employees, in accordance with the standards established pursuant to the Act.
- 29.2 Two Joint Occupational Health and Safety Committees, (JOSCH), shall be established between the YACRO and NSGEU local 59 A and B. There shall be four (4) committee members in each of A and B, two (2) appointed by the Employer and two (2) elected by the membership of each area. The Committee shall receive paid training as recommended by the committee and upon approval of the Executive Director.

ARTICLE 30 - LABOUR MANAGEMENT COMMITTEE

- 30.1 NSGEU and YACRO shall participate in a Labour Management Committee which shall consist of up to four (4) representatives each of the Union and the Employer. Two Employees shall be from Yarmouth and two from Halifax. The chairing of meetings shall rotate between the Union 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 31 - SENIORITY

- 31.1 (a) A seniority list shall be established 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, a draw supervised by the Employer and the Union shall determine their seniority ranking.
- (b) The seniority list will be brought up to date every six (6) months and will be posted in the union binder in each work location during the months of April and October. Employees shall have thirty (30) days from date of posting 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 this seniority list will be sent to Nova Scotia Government Employees Union.
- 31.2 An Employee shall only lose seniority and be deemed to have terminated employment in the event of:
- (a) Resignation, and the resignation has not been revoked by the Employee within forty-eight (48) hours of being served on the Employer;
- (b) Layoff which lasts more than twelve (12) consecutive months without recall;
- (c) Being recalled to work and failing to return to the service of the Employer within two (2) weeks of notice of recall, subject to the provisions of Articles 23.
- (d) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are circumstances beyond the Employee's control which prohibited the Employee from notifying the Employer.
- (e) Discharged and the Employee is not reinstated.

- 31.3 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 management position. If after thirteen (13) months the Employee does not return to the Bargaining Unit, all seniority shall be lost. The thirteen month period may be extended by mutual agreement of the parties.
- 31.4 While in the position outside the Bargaining Unit, the Employee shall not pay union dues nor shall the Union have a duty to represent the Employee in any matter arising out of his or her position outside the Bargaining Unit. However, the Union reserves the right to represent the Employee where, upon completion of the temporary appointment to the excluded position, the Employee's return to the Bargaining Unit is jeopardized.
- 31.5 An Employee who fills a position outside the Bargaining Unit pursuant to Article 31.3 shall be eligible to apply for a Bargaining Unit position during the period that the Employee retains seniority.

ARTICLE 32 - DURATION, RETROACTIVITY AND REOPENER DURING TERM

- 32.1 This Agreement shall be effective from April 1, 2011 to October 31, 2012.
- 32.2 It is agreed that there will be no retroactive effect given to any article of this collective agreement or matter arising between the parties prior to the signing date except for wages as set out in Appendix A.
- 32.3 Wage rates for the Community Residential Worker shall be as specified in Appendix "A" and are subject to Employees meeting the training standards as set out by the Department of Community Services.
- 32.4 Notice of intent to renegotiate this collective agreement in its entirety shall be made in writing by either party within ninety (90) calendar days of 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.
- 32.5 Reopener During Term of Agreement
- (a) The contents of this agreement may be amended at any time by the mutual consent of the parties.
 - (b) In the event that one party wishes to amend a part of this agreement, it must submit, in writing, the request to the other party. The request must contain a description of the article(s) of the agreement that should be reviewed and a proposed date of meeting and meeting place.

- (c) Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether or not a meeting shall occur.
- (d) Should the party receiving the request reply positively to the request, the parties shall meet to negotiate the matter. If the parties agree on the amended language, it shall be deemed to be negotiated into and form part of the Collective Agreement.
- (e) The signatories to the amending document for the Union shall be the Employee Relations Officer, and for the Employer shall be the Executive Director and a Program Director.

ARTICLE 33 - PROCEDURES FOR ASSIGNING RELIEF SHIFTS

33.1 Definition and Eligibility

- (a) The Employer and Union recognize that it is necessary to fill shifts to meet operational requirements, as determined by the Employer.
- (b) A relief shift is one of more than three (3) hours duration that is vacant due to the absence of a Permanent or Term Employee and requires a replacement worker.
- (c) Permanent Employees are eligible to be assigned relief shifts at their Designated Location only.
- (d)
 - (1) A Permanent Full-Time Employee may be assigned a relief shift that does not result in the Employee exceeding eighty-eight (88) hours in a bi-weekly pay period.
 - (2) A Permanent Part-Time Employee may be assigned a relief shift that does not result in the Employee exceeding forty (40) hours worked per week.

33.2 Procedure

- (a) An availability list will be established for each Designated Location by seniority and based on the Availability Form as provided by Employees. A Permanent Employee will only be eligible to be assigned relief shifts, providing the Employee has submitted his/her Availability Form to the Employer in accordance with 33.2(b).
- (b) An Employee must specify to the Employer, using the Availability Form, his/her availability to work shifts additional to their regularly scheduled, (contracted) hours, and the maximum number of hours per week he/she will be available to work. The Availability Form must be submitted directly

to his/her Supervisor or designate by the 1st day of each corresponding period (July 1st, Oct 1st, and Jan 1st) to be eligible for relief shifts for the following periods, (Sept. 16th – Dec. 15th), (Dec.16th – Mar. 15th), (Mar. 16th - June 14th).

- (c) The Employer will schedule eligible Employees for vacant shifts in accordance with (a) and (b) above. This will be done by seniority based on Designated Location.
- (d) Where no Permanent Employee is available at the Designated Location, the Employer shall fill the relief shift at its sole discretion.
- (e) A shift scheduled pursuant to the foregoing process shall have the same obligation for the Employee to report to work as he/she would for a regularly scheduled shift.

33.3 Notwithstanding Articles 33.1 and 33.2, shifts that become vacant with four (4) or fewer business days' notice shall be filled at the Employer's sole discretion.

33.4 Prime Time Exemption

- (a) This procedure for assigning vacant shifts shall apply to the period September, 16th, to June, 14th.
- (b) During the prime time period of June 15th to September 15th, the provisions of Article 33 shall not apply. During this period, casual workers shall be assigned summer shifts to facilitate the granting of vacation to Permanent Employees.

33.5 General Guidelines

- (a) Notwithstanding the foregoing procedures, shifts shall be assigned to an individual who, in the opinion of the Employer, has the necessary skills and ability required to meet the resident's needs.
- (b) The Employer shall not assign an Employee to a relief shift if the assignment would place the Employee in an overtime position.
- (c) An Employee shall not be scheduled for relief shifts which would result in the Employee receiving less than eight (8) hours rest between shifts, where both shifts are six (6) hours or greater or where the consecutive hours worked would exceed twelve (12).

33.6 Compensation

- (a) An Employee assigned a relief shift in accordance with Article 33 shall be paid \$16.00 per hour inclusive of all benefits for each hour worked, subject to Article 33.6(b).
- (b) The Employee shall be eligible for shift differential and weekend premium pursuant to Article 18.2.

APPENDIX "A" - WAGES

For Employees hired prior to (date of ratification), the following wages shall apply:

Community Residential Worker (CRW)

April 1, 2011	\$17.11
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November 1, 2011	\$17.61
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For Employees hired after (date of ratification), the following wages shall apply:

Community Residential Worker (CRW)

Step 1 (Start)	Step 2 (3 Months)	Step 3 (6 Months)	Step 4 (9 Months)
\$14.97	\$15.85	\$16.73	\$17.61

APPENDIX “B” - NIGHT SLEEPS

1. Scheduling

The Employer will continue to schedule staff for night sleeps in accordance with its past practice.

2. Compensation

- (a) Night Sleeps shall be paid at the rate of eight (8) hours at the current minimum wage rate.
- (b) If a person supported requires the assistance of a staff person during the night sleep, the staff person shall be compensated at the staff person's regular rate of pay in addition to the minimum wage rate. In order to qualify for this pay, the staff person must complete an incident report detailing the particulars of the assistance provided. For greater clarity, being awakened at night does not qualify for the additional payment where assistance to a person supported is not required or provided.
- (c) This Appendix sets out the entire compensation and benefits for the staff working a night sleep and no provisions of this collective agreement shall apply except the right to grieve an alleged violation of Appendix B.

APPENDIX "C" - LAYOFF AND RECALL PROCEDURE

1. Where there is a reduction of hours in a designated location the Employer shall identify all available hours agency wide and meet with the Union to share this information.
2. Once available hours have been identified, the Employer and Union shall meet with the Employees working in the Designated Location where the reduction is to occur, to determine if there is any Employee who is willing to reduce his/her hours or voluntarily accept a layoff and, failing same, the Employer shall seek volunteers from Employees, Bargaining Unit wide. If there is more than one (1) volunteer, the lay-off shall be offered to the most senior Employee.
3. Where there are no volunteers willing to accept a lay-off or a reduction of hours, any available hours agency wide shall be offered to the affected Employees. Where there are insufficient available hours, then the number of hours to be reduced shall be taken from the Employee with the least seniority in the Bargaining Unit and the hours shall be offered to the Employee whose hours have been reduced. Where the hours to be replaced are not acceptable to the Employee who is to be assigned the hours, the Employee shall be laid off and shall retain recall rights to these un-replaced hours.
4. Where a lay-off occurs under Article 23 of the Collective Agreement, Bargaining Unit wide Seniority shall apply, subject to Paragraph 10 below.
5. Employees who are laid off shall have the right to recall for a period of twelve (12) months during which they may have the right to be recalled to any position in the Bargaining Unit with the same number of hours (part time or full time). An Employee may accept a partial recall to a position with fewer hours, and such partial recall shall not disentitle the Employee to be recalled to the full number of hours (full time or part time) that the Employee had at the time of the layoff. However, a partial recall or placement in a term position(s) shall not extend the recall period beyond twelve (12) months. An Employee shall be responsible to provide the Employer with current contact information.
6. An Employee may elect to limit their recall to a specific Designated Location or Locations by indicating same to the Employer in writing.
7. The Employer shall not post pursuant to Article 13.1 until Employees on recall have been offered and declined the available hours.
8. An Employee who is laid off shall be permitted to obtain shifts as casuals.
9. At any step of the process, Employees shall be given seventy-two (72) hours in which to make a decision with respect to a voluntary layoff or reduced hours or to accept or decline full or partial recall.

10. (i) The application of Seniority in this Appendix shall be subject to the Employee having the ability to perform the work pursuant to Article 13.3.
- (ii) The Employer or the Employee reserves the right to require a trial period of up to 520 hours of work where the Employee transfers to or is recalled to a new location. The requirement for a trial period will be confirmed in writing prior to commencement of work at the new location.
- (iii) If during the trial period the Employee proves unsatisfactory in the position, or if the Employee is unable to perform the duties of the position, the Employee shall return to layoff and the original date of layoff shall apply.

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 6 – Union Activity
6.1 to 6.5 only
- Article 7 – Dues Deduction - In its entirety.
- Article 8 – Union Communication - In its entirety.
- Article 9 – Information - In its entirety.
- Article 11 – Discipline
11.1(b) and 11.2 only
- Article 12 – Employee Performance Review and Employee Files
12.1 & 12.2 only
- Article 13 – Job Posting
Articles 13.1, 13.2 and 13.3 only
- Article 14 – Hours of Work - In its entirety.
- Article 15 – Overtime - In its entirety.
- Article 16 – Standby
In its entirety
- Article 17 – Transportation - In its entirety.
- Article 18 – Pay Provisions - In its entirety
- Article 19 – Vacations
The Term Employee shall receive four (4%) per cent vacation pay on wages earned during each pay period.
- Article 20 – Holidays
20.1 or 20.2 as applicable
20.3
- Article 21 – Leaves of Absence
Article 21.3, 21.4, 21.5, 21.6 and 21.10.
- Article 24 – Grievance and Arbitration - In its entirety.
- Article 27 – Compensation For Injury On Duty - In its entirety.
- Article 28 – Damage To Employee Property - In its entirety.
- Article 29 - Health and Safety - In its entirety.
- Article 30 – Labor Management Committee - In its entirety.
- Article 32 - Duration, Retroactivity & Reopener During Term - In its entirety.
- Wages – The Term Employee shall receive Step 2 of the CRW Appendix A wage rate for the duration of the term position.
- Appendix "D" – Term Employees - In its entirety.

APPENDIX "E" - VOCATIONAL AND LIFE-SKILLS PROGRAMS

Persons supported by the Employer in its vocational and life-skills programs perform a wide variety of daily assignments. The Union agrees that such work, regardless of content or compensation, does not constitute Bargaining Unit work.

Signed at Yarmouth, this 25th day of September, 2012.

Yarmouth Association for Community Residential Options

Kevin Walker, YACRO

Sandra Quesnel, YACRO

Nova Scotia Government & General Employees Union

Joan Jessome, President, NSGEU

Neil McNeil, Chief Negotiator

Dave Lawrence, Co-Negotiator

Audrey J. Sears, Bargaining Committee

Chantal N. Gelinias, Bargaining Committee

Peter F. Forrestall, Bargaining Committee

Marlene L. Roberts, Bargaining Committee

MEMORANDUM OF AGREEMENT

BETWEEN

YARMOUTH ASSOCIATION FOR COMMUNITY RESIDENTIAL OPTIONS
(EMPLOYER)

AND

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(UNION)

RE: TEAM MEETINGS

The Employer and Union agree that notwithstanding any provision of the Collective Agreement between the parties to the contrary, the following provisions shall apply to Employees who attend team meetings scheduled by the Employer.

1. An Employee shall receive two hours pay at his/her regular pay rate for attending team meetings.
2. The two hours pay shall not be included in the calculation of hours of work or overtime as set out in Articles 14.1 and 15.1 respectively of the Collective Agreement.
3. The two hours pay for team meetings shall not be calculated in the maximum permissible hours set out in Article 33.1(d), nor shall Article 33.5(b) or (c) apply to the two hours pay.

This Memorandum of Agreement signed by the parties in Halifax, Nova Scotia this 25th day of September, 2012.

On Behalf of the Employer:

On Behalf of the Union:

Sandra Quesnel, YACRO

Neil McNeil, NSGEU

Kevin Walker, CEO, YACRO

David Lawrence, NSGEU

MEMORANDUM OF AGREEMENT

BETWEEN

YARMOUTH ASSOCIATION FOR COMMUNITY RESIDENTIAL OPTIONS
(EMPLOYER)

AND

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(UNION)

RE: COMMUNITY RESIDENTIAL WORKER - OFFICE LIASON ASSIGNMENT

WHEREAS the Employer has identified the requirement for an experience Community Residential Worker to assume certain office liaison functions in addition to the CRW's regular duties;

AND WHEREAS there is a requirement that the terms and conditions of employment for said functions be set out by the Employer and the Union;

NOW THEREFORE the parties agree as follows:

1. The Employer, at its sole discretion, shall assign from time to time, a Community Residential Worker to perform office liaison duties in addition to the employee's regular duties. This assignment may be terminated by the Employer at any time by providing the employee two week's notice, or pay in lieu of notice.
2. The employee shall be paid a stipend of \$50 per week, for each week in which the employee was assigned by the Employer to perform the office liaison duties, and this stipend shall be in addition to the employee's pay as a Community Residential Work.
3. The office liaison stipend shall not be subject to overtime application nor shall it be subject to the accrual of any benefit under the Collective Agreement; however, the assigned employee shall receive the stipend while on paid leave providing the paid leave occurs during a period in which the employee was assigned pursuant to paragraphs 1 and 2 above.
4. The office liaison duties shall include administrative, financial and organizational tasks as determined by the Employer.
5. The employee shall work a day shift while carrying out the office liaison duties and the equitable distribution provisions of Article 14.7 of the Collective Agreement do not apply to an employee assigned in accordance with this Memorandum of Agreement.
6. This agreement may be terminated by either party with sixty (60) days notice to the other party and to the employees affected.

Signed by the parties in Halifax, Nova Scotia this 25th day of September, 2012.

On Behalf of the Employer:

On Behalf of the Union:

Sandra Quesnel, YACRO

Neil McNeil, NSGEU

Kevin Walker, CEO, YACRO

David Lawrence, NSGEU