

NSUPE Local 16 & CWA – Collective Agreement – April 1, 2015 – March 31, 2021

COLLECTIVE AGREEMENT

Between

CONWAY WORKSHOP ASSOCIATION
(hereinafter called the “Employer”)

- and -

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES
(hereinafter called the “Union”)

EXPIRY DATE - MARCH 31, 2021

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PREAMBLE

WHEREAS this collective agreement is entered into by each of the Parties for the purpose of setting out the agreement reached by them in relation to conditions of employment.

AND WHEREAS it is agreed that the Parties recognize that the purpose of the Conway Workshops and Residential Services is to provide services to persons with intellectual disabilities which are integrative, individualized, social-role valorizing, respectful of the dignity and rights of the client, and consistent with the principles and philosophy of the organization.

ARTICLE 1: DEFINITIONS

1.01 For the purpose of this Agreement:

- (a) “Ability” means, with respect to being able to carry out the work of a particular position, meeting the reasonable standards for the work as established by the Employer, including client compatibility and the ability to cooperate with other staff, and where required by law or a funding body, holding the qualifications for the position.
- (b) “Bargaining Unit” - means the Unit of Employees certified to be represented by the Nova Scotia Union of Public and Private Employees, and as outlined in this Agreement, but does not include excluded employees.
- (c) “Casual Employee” means an employee who is neither a Full-time nor Part-time Employee. Casual Employees are members of the Bargaining Unit, and may be scheduled and or appointed for vacancies anticipated to be less than ninety (90) calendar days or as required, for such things as illness, vacation, special leave, or on short notice because of an unexpected absence of an employee or a temporary increase in work load prior to and after the posting of the schedule. The Employer may extend the appointment beyond (90) ninety calendar days with the consent of the Union. Vacation, Holidays, Special Leave, Group Insurance Benefits and Pension Plan do not apply to Casual Employees.
- (d) “Collective Agreement” or “Agreement” means this Collective Agreement and the Articles and Appendices contained herein.
- (e) “Confidential Employee” means a person who, as part of his/her job, has access to confidential information related to labour relations as defined by the *Trade Union Act*, and including but not limited to the assistant to the Executive Director and the bookkeeper.
- (f) "Day" means a calendar day, except when granting a special leave day, Holiday Day, or Vacation Day which means a period of eight (8) hours. In the event an Employee requires a Working Day off for special leave or vacation, and that Working Day exceeds or is less than an eight (8) hour day; the required number of hours will be debited from the appropriate bank to provide a Working Day off. For example, if an Employee works a twelve (12) hour day and takes special leave for that day, 1.5 leave days or twelve (12) hours shall be deducted from her/his special leave bank, while an Employee scheduled to work a four (4) hour day shall have a half leave day or four (4) hours deducted. A day granted for a holiday, or for holiday pay will never exceed 8 hours.

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- (g) “Employer” means the not for profit society incorporated pursuant to the *Societies Act* under the laws of Nova Scotia and presently operating under the business name Conway Workshop Association, inclusive of Digby Small Options Housing. The Society is governed by a volunteer Board of Directors whose head office is located at 63 Shreve Street, Nova Scotia, B0V 1A0.
- (h) “Employee” means a person employed within the Bargaining Unit—as defined in Labour Relations Board Order No.4817 dated the twenty-third day of May 2000 and those other persons and classifications listed in this collective agreement, consisting of all Full-Time Employees, Regular Part-Time Employees, Probationary Employees, Term Employees and Casual Employees but excluding Management, Executive Director, supervisors, administrative assistant, bookkeeper and secretary to the board, Grant Employees, Students, and those persons covered by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*, R.S.N.S. 1989, c.475.
- (i) “Full-Time Employee” means an Employee who has completed the probationary period and who occupies an ongoing position within the Bargaining Unit and is employed for an average of Two Thousand Eighty (2080) hours a year.
- (j) “Grant Employee” means a person who is paid by, and is under the control of, a government-sponsored work program for a fixed term.
- (k) “Holiday” and “Vacation Day” means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Collective Agreement or on a day granted as a Vacation Day pursuant to this Collective Agreement.
- (l) “Management” means those staff delegated by the Employer, including but not limited to the Executive Director, and supervisors to act on its behalf in carrying out management functions.
- (m) “Part-Time Employee” is an Employee who has completed the probationary period and occupies an ongoing position within the Bargaining Unit and is employed for less than two thousand eighty (2080) hours.
- (n) “Parties” means the signatories to this Collective Agreement and in particular the Union and the Employer as defined in the Collective Agreement.
- (o) “Probationary Employee” means a person hired on a probationary basis as defined in Article 9.01 of this Agreement, and who has not been granted permanent Full-time or Part-time employment.

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- (p) “Seniority” is as defined in Article 24 of this Collective Agreement.
- (q) “Service” for both Full-time and Part-time Employees means service in the employ of the Employer which is unbroken by termination and includes time on leave, disability, maternity leave, parental leave or layoff.
- (r) “Student” means a person who is engaged in a recognized work/study program whose course of study requires or permits the Student to participate in study-related work programs with the Employer as an integral part of the certificate, degree or diploma.
- (s) “Term Employee” means an Employee hired for a specified period of time exceeding ninety (90) calendar days to replace a Full-Time Employee or a Part-Time Employee, or as required. Term Employees are not eligible for participation in Group Insurance Benefits, Pension, or Special Leave. A Full Time Employee or a Part Time Employee posted to or assigned to a Term Position retains all the rights of a Full Time Employee or Part Time Employee as the case may be.
- (t) “Union” means the Nova Scotia Union of Public & Private Employees and its successors and may be referred to as “NSUPE”.
- (u) “Working Day” means a day on which an employee is regularly scheduled to work or actually works.
- (v) “Year” means calendar year unless specifically modified to mean otherwise (e.g. fiscal year).

1.02 In this Collective Agreement, reference to the feminine includes the masculine and reference to the singular includes reference to the plural, and vice versa, unless, in either case, the context requires otherwise.

ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the Nova Scotia Union of Public and Private Employees as the Bargaining Agent for all Employees, as set out in this Collective Agreement, but for greater certainty, excluding the Executive Director, supervisors, administrative assistant, bookkeeper and secretary to the board, Grant Employees and Students, and those persons covered by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*, inclusive of Management, and Confidential Employee(s).
- 2.02 The Employer and Union further agree that there shall be no discrimination by reason of Union membership or activity. The Union agrees that it will not discriminate and will not seek to have the Employer terminate an Employee as a result of the Employee's failure to join the Union.
- 2.03 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which may conflict with the terms of the Collective Agreement.
- 2.04 A copy of all required correspondence and notices between the parties shall be sent to the Union office and to the Executive Director of the Employer.
- 2.05 The Employer agrees to advise all new Employees, upon entry to the Bargaining Unit, that a Collective Agreement is in effect and of the name of the Union representative in the workplace.
- 2.06 The Union shall have the right to appoint an Observer and an Alternate to sit in on meetings of the Board of Directors. The Union Observer and Alternate shall have the right to attend all Board meetings except during discussion concerning confidential matters related to labour relations.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The management and direction of Employees, operations and services are vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, prerogatives, and authority which the Employer has not specifically abridged, deleted, or modified by this Collective Agreement are recognized by the Union as being retained by the Employer. The Employer shall exercise its functions in a reasonable manner, and will not act in a manner contrary to this Collective Agreement.
- 3.02 Without limiting the generality of Article 3.01, 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 Collective Agreement;
 - (b) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts; the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments; the qualifications of an Employee to perform any particular job; the nature of tools, equipment and machinery used and new or improved methods or processes; decide on the number of Employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times; the determination of financial policies, including general accounting procedures and customer relations;
 - (c) select, hire, transfer, assign to shifts, demote, classify, lay-off and recall Employees;
 - (d) determine the work requirements, responsibilities and standards of work to be performed;
 - (e) specify assignments for Employees;
 - (f) expand, reduce, alter, combine, transfer, or terminate any function or service which may be performed by members of the Bargaining Unit;
 - (g) determine the size and composition of the workforce according to the needs of the Employer;
 - (h) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

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3.03 The Employer reserves the right to delegate its authority in any manner it sees fit.

ARTICLE 4: DISCRIMINATION

- 4.01 The Employer and Union agree that there shall be no discrimination by either party of any Employee by reason of any prohibited grounds of discrimination as outlined in the Nova Scotia *Human Rights Act*, R.S.N.S. 1990 c. 214. The Parties also agree that there will be no discrimination, on the basis of Union membership, Employer association membership, or residence. The Parties agree that bona fide occupational requirements and bona fide retirement plans do not constitute prohibited grounds of discrimination. The Union and Employer acknowledge that sex preference can be stipulated as an acceptable practice for matters involving personal hygiene where appropriate to meet participants' needs. Notwithstanding the foregoing, if an Employee works beyond the age of sixty-five (65), eligibility for participation and participation in group benefits and pension plans shall be subject to the terms and conditions of the plans and the Employer and Union shall not be subject to any grievance, complaint or action if participation is denied subject to special terms and conditions.
- 4.02 To the extent Employees are eligible for spousal benefits, these shall be available to same-sex spouses.
- 4.03 It is agreed that when an Employee seeks an accommodation, he/she has an obligation to provide an objective medical opinion of the requirement of the accommodation, the functional limitation and restrictions arising. The opinion shall state the treatment plan in place, and confirmation of whether the Employee is cooperating with and in compliance with the prescribed treatment plan or any medical interventions. The Employee also is obligated to participate in treatment plans to alleviate her/his restrictions. The Employee shall give the Employer consent to share this information with the Union or the Employee may elect to share this information directly with the Union.
- 4.04 The Parties agree that, in circumstances of duty to accommodate requests, the three Parties, consisting of the Employer, the Union and the Employee, are obliged to cooperate throughout the processes required in finding an accommodation. In the event undue hardship is reached, the process may be terminated with respect to the Employee. The Parties further agree there is not an exhaustive list of what, in a given circumstance, may constitute undue hardship, although they agree that the Employee's failure to cooperate with reasonable efforts of the Employer or Union may lead to a termination of accommodation efforts.

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- 4.05 The Employee, if requested to do so by the Employer, will attend an independent medical examination. The independent medical examination shall be carried out by a qualified medical specialist named by the Employee's doctor. The Employer shall pay any cost associated with the examination.

ARTICLE 5: HARASSMENT

- 5.01 The Employer and the Union recognize the right of all staff to work in an environment free from harassment, including personal and sexual harassment. The Parties undertake to promptly address any situation in which harassment occurs.
- 5.02 (a) The Employer and the Union are committed to promoting a workplace which is free of sexual harassment as defined by the *Human Rights Act* R.S.N.S. 1990, c.214, as amended.
- (b) The Employer and the Union agree that sexual harassment is as defined by the *Human Rights Act*: "sexual harassment" means:
- (i) vexatious sexual conduct or a course of comment that is known or ought reasonably to be known as unwelcome,
 - (ii) a sexual solicitation or advance made to an individual by another individual where the other individual is in a position to confer a benefit on, or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or ought reasonably to know that it is unwelcome, or
 - (iii) a reprisal or threat of reprisal against an individual for rejecting a sexual solicitation or advance.
- (c) Sexual behavior or comment is sexual harassment, if it is known or ought to be known by a reasonable person to be unwelcome. The Union and Employer are committed to the promotion of respectful relationships and as such wish to provide protection against all harassment, especially that of a sexual nature.
- 5.03 Notwithstanding 5.01, the Union and the Employer recognize that some occupational environments may include exposure to harassing conduct which will be dealt with in an appropriate context. The Parties agree there will be no grievance arising from client harassment

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- 5.04 The parties are committed to a healthy and supportive workplace and are committed to provide a work environment that values diversity and treats all persons with respect and dignity. The parties are committed to a workplace free from the following:
1. Discrimination contrary to the law or to this Agreement;
 2. Harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an employee by her/his supervisor or manager. Where, within ten (10) working days of becoming aware of a workplace issue as described herein, an employee refers the matter to a process other than the grievance procedure, and if the employee subsequently chooses to initiate a grievance, the grievance shall be filed no later than ten (10) working days after the date on which she/he became aware of the outcome of the process. Nothing herein is intended to alter time lines set out in any process outside of this Collective Agreement.

ARTICLE 6: STRIKES, LOCKOUTS, PICKETS

- 6.01 During the life of this Collective Agreement, and pursuant to the *Trade Union Act*, there shall be no interruption of work and no Employee(s) shall strike and the Employer shall not lockout Employees.
- 6.02 During the life of this Collective Agreement, Employees shall not picket small option homes, special care units or apartments where clients live.
- 6.03 The words “strike” and “lockout” shall be defined in this provision as they are defined by and for the purposes of the *Trade Union Act* of Nova Scotia.

ARTICLE 7: UNION CHECKOFF

- 7.01 Each Employee in the Bargaining Unit shall pay the equivalent of union dues to the Union. The Employer will deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees in the Bargaining Unit. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.
- 7.02 The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.
- 7.03 The Employer shall provide the Union with each Employee's name, date of hire and date of first deduction within thirty (30) calendar days of hiring into the Bargaining Unit. The Employer shall provide to the Union a list identifying each Employee and the deductions made on her/his behalf. If requested by the Union, the list will include the position, title, department, division, date of hire, work location, and hourly wage for the Employee.
- 7.04 The amounts deducted from the pay of the Employee in accordance with Article 7.01 shall be remitted by cheque to the Union within a reasonable period after deductions are made and shall be accompanied by the name of the Employee and note if he or she is a Full-Time Employee, a Part-Time Employee, a Probationary Employee, a Term Employee or a Casual Employee and the deductions made on his/her behalf.
- 7.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer or arising from the administration of this article.

ARTICLE 8: UNION ACTIVITY

- 8.01 The Union shall notify the Employer, in writing, of the names of Employees of the Employer who act as Union representatives annually and as changes occur.
- 8.02 Union advocates may be entitled to leave their work without loss of pay during working hours with approval of their supervisor and in order to attend a discipline meeting with an Employee who will be subject to discipline provided the Employee requests the presence of a Union advocate. Client care is paramount, and cannot be compromised by the performance of these duties. Permission to leave work during working hours for such purposes shall be first obtained from the supervisor or Executive Director, and granted if it does not conflict with his/her duties to the Employer. An advocate will report to his/her supervisor prior to resuming duties.
- 8.03 The Union agrees to keep the Employer informed of its current list of Union advocates and business representatives and shall within fifteen (15) days of any change deliver the names and contact information to the Employer.
- 8.04 The business representative of the Union shall have access to the Employer's head office premises to discuss Union business with the Employer and/or Employees with the consent of the Employer, but in no case, shall his/her visit interfere with the progress of the work. No Union business will be conducted in the residential settings.
- 8.05 An Employee shall have the right to have a Union representative present at any time when the Employer or its representative is meeting with her/him for the purpose of discipline, including dismissal, and the Employer or representative shall inform the Employee of this right and if the Employee exercises the right, give her/him reasonable time to arrange for the Union representative to be present. If an Employee is called to a meeting for the purpose of discipline requests a Union representative and none is available, the meeting shall be postponed until a Union representative is available. This shall not preclude the right of the Employer to suspend pending investigation until a representative is available.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 All Full-Time Employees shall serve a probationary period of ninety (90) Days. All Part-Time Employees shall serve a probationary period of ninety (90) days of compensated employment. Casual Employees shall not serve a probationary period unless later hired to a full time or part time position.
- 9.02 (a) The Employer may, before the expiration of the Employee’s initial period of appointment on a probationary basis, extend the appointment for a period not to exceed a further ninety (90) days for Full-Time Employees or ninety (90) days of compensated employment for Part-Time Employees.
- (b) When an Employee’s probationary appointment is to be extended as provided in Article 9.02 (a), the Employer shall notify the Employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension. Should the extension be for performance-related issues, the Employer will outline its expectations for performance.
- 9.03 Employees may be terminated at the sole discretion of the Employer prior to the conclusion of the probationary period or extension of the probationary period and no grievance shall arise from the exercise of this discretion.
- 9.04 The Employer shall, upon an Employee’s successful completion of the probationary period, confirm employment on an ongoing full-time or part-time basis.
- 9.05 A new Employee who moves to another classification during the probationary period shall serve the full probationary period in the new classification.
- 9.06 All employees will receive an orientation before being assigned to work on their own.

ARTICLE 10: DISCIPLINE & DISCHARGE

- 10.01 No Employee shall be disciplined or discharged except for cause with the exception of casual employees who may be discharged and no grievance shall arise from the exercise of this discretion.
- 10.02 The Employer shall be deemed to have just cause to discharge an Employee on the following instances of Employee conduct:
- (a) falsification of the Employee's credentials or any other part of an application for employment with the Employer or of any reporting required by the Employer with respect to client care;
 - (b) theft of property from a client, co-worker, or the Employer; a finding of an inadvertent, temporary, removal of item of negligible value such as a plastic pen does not constitute theft;
 - (c) resident abuse or neglect;
 - (d) breach of confidentiality regarding clients that results in adverse consequences to the client or results in public exposure of the client or client's family;
 - (e) intoxication, or being under the influence of drugs or in possession of illegal drugs on duty;
 - (f) conviction of a criminal offence which affects or calls into question the Employee's ability to perform her/his duties in the context of the workplace or which will affect the reputation of the Employer to the extent that it will impair the Employer's ability to efficiently operate the business of the workplace.
- 10.03 The Employer has cause for dismissal for intoxication. However, at its sole discretion, the Employer may elect prior to termination, where an Employee is under the influence of alcohol while at work, to send the Employee for an assessment for an addiction by a recognized expert and may require the Employee to provide evidence that he/she has followed any treatment or rehabilitation program proposed. Should the Employee refuse to take an assessment or, if prescribed, a treatment or rehabilitation program, the Employer may suspend or dismiss the Employee.
- 10.04 Specifying the instances of conduct above does not preclude the Employer from disciplining or dismissing an Employee in other cases where just cause exists.
- 10.05 An Employee dismissed pursuant to Article 10.02 may file a grievance only on the issue of whether the evidence used by the Employer proves the alleged misconduct took place.

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- 10.06 An Employee shall have the right to have a Union representative present at any time when the Employer or its representative is meeting with her/him for the purpose of discipline, including dismissal, and the Employer or its representative shall inform the Employee of this right and if the Employee exercises this right, give her/him reasonable time, where practical, to arrange for the Union representative to be present.
- 10.07 (a) Where an Employee is suspended or discharged, the Employer shall, within two (2) working days of the suspension or discharge, notify the Employee in writing stating the reason for the suspension or discharge.
- (b) The Employer will give notification to the Union, with the consent of the Employee, at the same time the Employee is suspended or discharged. In the event the Employee has a Union representative with him/her at the time of the suspension or discharge, notice will be deemed as given to the Union.
- 10.08 Where an Employee alleges that he or she has been suspended or discharged contrary to Article 10.01, she or he may lodge a grievance at the second stage of the grievance procedure.
- 10.09 The Employer may post rules of work in the work places of Employees and Employees shall be deemed to have notice of the rules after they have worked through at least one (1) shift after the rules are posted. Any such rules must relate to conditions of the workplace and shall not be discriminatory. Breach of Employer rules may be the basis for discipline.
- 10.10 The Employer supports a system of progressive discipline except in the case of serious offences including but not limited to those outlined in Article 10.02.
- 10.11 The Employer agrees that it will not discipline an Employee who in good faith reports what he or she believes to be abuse of a client. The Union agrees that it will not initiate discipline against a member who in good faith reports what he or she believes to be abuse of a client.
- 10.12 (a) The discipline record of an employee shall not be used against her/him after forty-eight (48) months following the event giving rise to the discipline as long as the Employee receives no further discipline during the forty-eight (48) month period.
- (b) Notwithstanding Article 10.12(a), the record of discipline for abuse or neglect of a resident may remain on the Employee's file and be used against her/him for a period of sixty (60) months following the event giving rise to the discipline.

ARTICLE 11: POSTINGS, RESIGNATION, LAYOFF AND RECALL, TEMPORARY POSITION OUTSIDE BARGAINING UNIT, TRAINING

JOB POSTING

- 11.01 When a new position or vacancy is created within the Bargaining Unit, and the Employer determines that a position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or vacancy for seven (7) consecutive calendar days on a bulletin board where Employees work, after which an external posting may be made. Postings will be contingent on funding from the Department of Community Services.
- 11.02 Notwithstanding Article 11.01, the Employer maintains the right to transfer Employees if operationally required. The Employer shall not exercise the right to transfer in an unreasonable or arbitrary manner and will take into consideration any issues of undue hardship before requiring an Employee to transfer. Where operational requirements permit, the Employer will give consideration to, or invite expressions of interest from, Employees seeking a transfer.
- 11.03 On job postings, candidates for the position will be assessed on the basis of their client compatibility, personal suitability, Ability and qualifications. The Employer may advertise a vacancy externally at the same time as the vacancy is posted within the bargaining unit. However, the Employer will give full consideration and preference to bargaining unit members and will only consider applications from outside the bargaining unit after it has been determined that no bargaining unit member is the successful applicant.
- 11.04 (a) The successful internal applicant for promotion or transfer to a new or vacant position. shall be given a trial period of ninety (90) days in the new position.
- (b) The successful external applicant to a new or vacant position shall be subject to the probationary provisions of Article 9.
- (c) If the successful internal applicant proves unsatisfactory as relates to performance and not disciplinary conduct or wishes to return to former duties during the trial or probationary period, she/he shall be returned to her/his former or a similar position and salary without loss of Seniority or other benefits. If the successful external candidate proves unsatisfactory, she/he will be terminated in accordance with provisions related to Probationary Employees. Any other Employee promoted or transferred 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. ~~No~~ grievance lies from the Employer's assessment of unsatisfactory performance during the trial or probationary period.

11.05 Job postings may state a preference of sex for the purposes of personal care and role modelling for clients.

RESIGNATION

11.06 If an Employee desires to terminate her/his employment, she/he shall forward a letter of resignation to the Executive Director not less than one (1) month prior to the effective date of termination. The Executive Director may accept a shorter period of notice.

11.07 If the Employee owes any monies to the Employer at the time he/she retires, resigns or is otherwise terminated, the amount owed may, at the Employer's option, be deducted from the Employee's final pay. If sufficient monies are not available in the Employees final pay, the Employee will make arrangements for payment of any remaining amount owed.

LAYOFF AND RECALL

- 11.08 (a) 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 layoff an Employee(s).
- (b) Where it becomes necessary to make staff reductions in the bargaining unit, they shall first be carried out by attrition wherever possible and only thereafter shall displacement or layoff be used.
- (c) At the time of providing the notice of layoff or displacement or as soon as possible thereafter, the Employer shall provide the displaced Employee with a complete list setting out all Employees who are less senior than the displaced Employee, together with their classifications and work locations. A displaced Employee shall be entitled to bump into the position of any Employee with less seniority provided that she/he has the Ability to do the job of that Employee and that Employee shall then be a displaced employee.
- (d) Where a displaced Employee decides to exercise her/his bumping rights, she/he shall make her/his decision within five (5) working days of receiving the list of bumping opportunities.
- (e) In order to make every effort to avoid a loss of wages, an Employee who is on layoff or who has had her/his hours reduced shall be permitted to apply for vacant positions in accordance with this collective agreement and shall be offered all available work, of whatever length, before work is offered to Employees with less seniority, provided in both cases, the employer has the ability to do the job.

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- 11.09 An Employee on layoff shall be responsible for providing the Employer with her/his most recent address, telephone number and email address if available.
- 11.10 A laid off Employee shall retain the right to apply for any vacant Bargaining Unit position in accordance with Article 11.
- 11.11 A laid off Employee shall be recalled to his/her position if it becomes available.
- 11.12 An Employee on layoff shall continue to accrue Seniority while on layoff for six (6) months and shall thereafter not accrue Seniority but shall retain all Seniority accrued to that date. Following twelve months of continuous layoff, the recall period ends and all Seniority is lost in accordance with article 24.06.

TEMPORARY POSITION OUTSIDE THE BARGAINING UNIT

- 11.13 The posting provisions of the Collective Agreement do not apply to positions outside of the Bargaining Unit. An Employee temporarily appointed, promoted or transferred to a position beyond the scope of the Collective Agreement shall retain and accumulate Seniority during the period of promotion or transfer in the event she/he returns to the Bargaining Unit, and shall continue to pay all Union deductions during the period of promotion or transfer unless declared permanent, and shall remain in the benefit and pension plans, if eligible, that apply to Bargaining Unit members, and shall be subject to and have the benefit of layoff and bumping provisions and shall have the right to return to her/his Bargaining Unit position but otherwise, the terms and conditions of work for the non-Bargaining Unit position apply except that the Employee shall retain the right to grievance and arbitration with respect to discipline and dismissal.
- 11.14 In the event an Employee has access to confidential information relating to the Employer, its staff, clients or labour relations as a result of being in a temporary or former non-Bargaining Unit position, the Employee will not disclose this information to any third party upon leaving the non-Bargaining Unit position.
- 11.15 No Employee shall be placed in a non-Bargaining Unit position without his/her consent except in emergency or extraordinary circumstances.

TRAINING

- 11.16 If a staff member has not worked in a residence for a period of three (3) months or more she/he will be required to work at least one (1) eight (8) hour training shift. Training shall be done by a regular full time or regular part time employee.

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11.17 New hires shall have had training or shall be trained on each shift in the residence in which they will be working. The training for the 4:00pm to 12 midnight shift and the 12 midnight to 8:00am shift shall take place when the residents are transitioning to and from their day program.

ARTICLE 12: HOURS OF WORK

- 12.01 The normal hours of employment for Full-Time Employees shall be an average of two thousand and eighty (2,080) hours per year based on a forty (40) hour work week. This average does not guarantee the number of hours, and serves as a reference point only.
- 12.02 The normal hours of employment for Part-Time Employees shall be fewer than two thousand and eighty (2,080) hours and more than eight hundred thirty-two (832) regularly scheduled hours per year.
- 12.03 The Employer shall post the work schedule two (2) weeks in advance. Changes to the work schedule after its posting may be made providing notice is given to the Employees concerned.
- 12.04 (a) The Employer will attempt to ensure that no Full-Time Employee is scheduled to work more than five (5) consecutive days in a two (2) week period.
- (b) The Employer shall ensure that no Part-Time Employee is scheduled to work more than seven (7) consecutive days in a two-week (2) period unless mutually agreed between the Employer and the Employee.
- (a) Provided it does not attract overtime pay, Part-time Employees shall be offered available shifts or extra hours prior to shifts or extra hours being offered to Casual Employees. “Available shifts” and “extra hours” in this Article 12.04(c) includes shifts and hours that are available when the schedule is being prepared and that become available after the schedule is posted. A Part-time Employee who wishes to be offered work pursuant to this Article will identify himself/herself to the Employer. The Employer will offer work under this Article on an equitable basis.
- 12.05 Staff meetings will normally be held once every three (3) months and as required for client matters. Employees will normally be expected to attend staff meetings but it is recognized that there may be circumstances which mean an Employee cannot attend. Employees on special leave for sickness or bereavement, on vacation, on pregnancy or parental leave or on compassionate leave are not required to attend such meetings.

ARTICLE 13: OVERTIME

- 13.01 “Overtime” is defined as time worked by any Employee with the authorization of the Employer in excess of forty-eight (48) hours per week.
- 13.02 An Employee who is required to attend to a resident or emergency during a Night Sleep Shift will be compensated for actual time worked, with a minimum of one (1) hour (but not to exceed eight (8) hours). The Employee must work for at least fifteen (15) minutes to qualify for one (1) hour of compensation and the work must be necessary for client care.
- 13.03 Compensation rates for Employees for Overtime hours shall be:
- (a) Straight time at the Employee’s regular rate of pay for hours up to forty-eight (48) hours per week (total of scheduled hours and Overtime hours).
 - (b) Time and one half (1.5) the regular rate of pay for hours worked in excess of forty-eight (48) hours per week (total of scheduled hours and Overtime hours).
- 13.04 Compensation for Overtime for Full-Time and Part-Time Employees may be in the form of time off, as mutually agreed between the Employee and Employer or the Employee may elect overtime pay as stipulated in Article 13.05.
- 13.05 When time off with pay in lieu of Overtime has not been granted or taken within one hundred twenty (120) calendar days of the Overtime being worked, compensation for Overtime shall be in pay. No Vacation or special leave may be taken before time off in lieu of Overtime has been used.
- 13.06 An Employee must work at least twenty (20) minutes beyond his/her normal shift before being eligible for Overtime compensation.
- 13.07 The terms and conditions for the payment of Overtime for staff training events shall be at the discretion of the Employer as long as such terms and conditions are made known to Employees prior to attendance at the event.
- 13.08 Where an Employee is scheduled to report to work, receives a call to report for duty after completing his/her scheduled work and prior to his/her next scheduled work or is required to attend training or staff meetings she/he shall receive a minimum of three (3) hours pay or actual time worked, whichever is greater. This minimum payment does not apply if an Employee is asked to remain for an additional period of time immediately following the completion of her/his shift.

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13.09 Overtime will not be paid where the Employee creates the opportunity to be in an overtime position by virtue of shift trade, inclement weather or other circumstance without prior approval.

ARTICLE 14: TRANSPORTATION

- 14.01 (a) The Employer agrees to reimburse Employees for travel if prior authorization has been received. The rates of reimbursement are to be set by the Department of Community Services.
- (b) Employees must keep accurate records of mileage and provide odometer readings between trips.
- 14.02 In order for travel reimbursement to be paid, it is required by law that a waiver from the Employee's insurance company be on file with the Employer. The waiver is "SEF-6A - Standard Endorsement Form - Permission to Carry Passengers for Compensation" (or substitute thereof).
- 14.03 Employees are not obligated to use personal vehicles as a condition of employment.

ARTICLE 15: PAY PROVISIONS

15.01 The Employer shall pay salaries and wages on a bi-weekly basis. The method of payment shall be determined by the Employer.

15.02 (a) Where an Employee has taken more paid leave than he/she is entitled to, the Employee will be permitted to repay the leave by having it deducted from future entitlements. Should an Employee leave the employment of the Employer, any remaining leave owing will be deducted from her/his last pay.

(b) Where it is determined that an Employee has been overpaid, the Employer will arrange with the Employee a mutually acceptable repayment schedule for the recovery. Where agreement cannot be reached, the Employer may set the repayment schedule but the recovery shall not be more than thirty-three per cent (33%) of the overpayment, or fifty dollars (\$50), whichever is less, of the Employee's regular gross pay in each pay period. Should an Employee leave the employment of the Employer, any remaining amount owing will be deducted from her/his last pay.

ARTICLE 16: VACATION

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

16.02 Probationary Employees may take Vacation during the probation period as defined by Article 9 at the sole discretion of the Employer.

16.03 Full-Time Employees shall receive an annual Vacation in accordance with the following:

- (a) In the first calendar year of employment, the Employee shall be entitled to six and six-tenths (6.6) hours per month of employment or major part thereof with pay. Employees must complete six (6) months of employment before requesting the use of Vacation accumulation;
- (b) Commencing at the beginning of the year in which the Employee attains one (1) year of continuous employment and up to and including four (4) years, the Employee shall be entitled to eighty (80) hours with pay.
- (c) Commencing at the beginning of the year in which the Employee attains five (5) years of continuous employment, the Employee shall be entitled to one hundred and twenty (120) hours with pay.
- (d) Commencing at the beginning of the year in which the Employee attains ten (10) years of continuous employment, the Employee shall be entitled to one hundred and sixty (160) hours with pay.
- (e) Commencing at the beginning of the year in which the Employee attains fifteen (15) years of continuous employment, the Employee shall be entitled to two hundred (200) hours with pay.
- (f) Commencing at the beginning of the year in which the Employee attains twenty-four (24) years of continuous employment, the Employee shall be entitled to two hundred and forty (240) hours with pay. Agreed 2017.07.26

16.04 Part-Time Employees shall receive an annual Vacation in accordance with the following:

- (a) In the first calendar year of employment and continuing up to and including eight (8) years, the Part-Time Employee shall be entitled to four percent (4%) of the hours paid at straight time with pay; after eight (8) years the Part-time Employee shall be entitled to six percent (6%) of the hours paid at straight time with pay; after ten (10) years the Part-time Employee shall be entitled to eight percent (8%) of the hours paid straight time rate.

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- (b) A Part-Time Employee may require that her/his Vacation entitlement be paid on each pay or she/he may require it to be paid in two lump sums, once on the first pay in July and the second on the first pay in December, or may bank time and take a paid Vacation.
 - (c) Where a Part-time Employee opts to have her/his vacation paid out on each pay or in lump sums pursuant to Article 16.04(b), she/he will be permitted to take unpaid vacation leave commensurate with her/his years of service.
- 16.05 The granting of Vacation periods shall be based on Employee length of Service. Annual Vacation shall not be taken except with the prior approval of the Employer. However, subject to operational requirements, a reasonable effort shall be made to grant annual Vacation at the time requested by the Employee.
- 16.06 (a) Operational requirements and the needs of the clients will be the paramount consideration in the scheduling of Vacation.
- (b) Employees must submit their Vacation leave requests in writing. The request must be submitted prior to March 31st for Seniority to be considered a factor in resolving scheduling conflicts. For Vacation requests made after March 31st, Seniority will not be considered in approving Vacation leave requests. Vacation leave shall not be taken in advance of accumulation and in any case, shall not be taken except with the prior approval of the Employer. However, subject to operational requirements, a reasonable effort shall be made to grant annual Vacation at the time requested by the Employee.
 - (c) Except as otherwise provided in this Collective Agreement, Vacation leave entitlement shall be used within the Year in which it is earned. The Employee shall advise the Employer in writing of his/her Vacation preference as soon as possible for the following vacation Year but before March 31st in each year.
 - (d) An Employee, upon his/her separation from the Employer, shall be compensated for Vacation leave which she/he has not taken but is entitled to take.
 - (e) Vacation must be taken in the Year it is earned and cannot be carried forward.
 - (f) The Employer will make every reasonable effort not to recall an Employee to work while on vacation leave or cancel vacation once it has been approved.

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- (g) Full-time Employees who accumulate more than 6.6 hours for every 173.3 hours paid may carry over vacation for a period of not more than forty (40) hours to the following year; otherwise all vacation must be used. The vacation leave carried over shall lapse if not used before the close of that year unless the Employee is unable to schedule vacation due to the Employer's operational requirements. In such cases the Employee may choose to either carry over the unused vacation time or have it paid out. Notification to carry over entitlement shall be made in writing by the Employee to the Executive Director or designate not later than March 1st.

- (h) An Employee upon her/his separation from the Employer, shall be compensated for vacation leave she/he has not taken but is entitled to take.

ARTICLE 17: HOLIDAYS

17.01 In order to qualify for any of the Holidays listed, an Employee must have worked on the last scheduled work day prior to, and on the first scheduled work day following the Holiday, unless the Employee is on approved leave which is reported to, verified and authorized by and compensated for by the Employer. Employees also must be entitled to receive pay for fifteen (15) of the thirty (30) days prior to the Holiday.

The following shall be paid Holidays for Full-Time Employees:

1. New Year's Day
2. Heritage Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

17.02 When the Holidays listed in Article 17.01 fall on a Full-Time Employee's scheduled day off, the Employee shall receive another Day off with pay at a time that is mutually agreed to by the Employer.

17.03 When a Full-Time Employee attends at work on a regularly scheduled day of work which falls on New Year's Day, Good Friday, Canada Day, Labour Day, or Christmas Day, the Employer may:

- (a) Grant eight (8) hours of the Holiday off with pay; or
- (b) Pay the Employee his/her regular rate plus one-half (1/2) his/her regular rate for hours worked and an additional eight (8) hours pay at straight time rates; or
- (c) Assign another Day off as mutually agreed.

17.04 When a Full-Time Employee attends at work on a regularly scheduled day of work which falls on Easter Monday, Victoria Day, Thanksgiving Day, Remembrance Day, Boxing Day or the Civic Holiday, the Employer may:

- (a) Grant eight (8) hours of Holiday off with pay; or

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- (b) Pay the Employee his/her regular rate of pay for the Holiday worked, plus eight (8) hours for the Holiday; or
- (c) Assign another Day off as mutually agreed.

17.05 When a Part-Time Employee attends at work on a regularly scheduled day of work which falls on the following days, these days shall be paid Holidays:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Canada Day
- (e) Labour Day
- (f) Christmas Day

17.06 Compensation for paid Holidays for Part-Time Employees shall be on a pro-rated basis as follows:

- (a) Where a Regular Part-time Employee is scheduled to work on a paid Holiday and works on that paid Holiday, the Employer shall either:
 - (i) Grant the prorated Holiday off with pay; or
 - (ii) pay an amount equal to the amount he/she would otherwise have received for that Holiday and at a rate of one and one-half (1.5) times his/her regular rate of pay for the time worked by him/her on that day.
- (b) Where a Regular Part-time Employee is not scheduled to work on a paid Holiday and does not work on that paid Holiday, she/he shall receive prorated Holiday pay.

17.07 The Employer will attempt to accommodate an Employee's requests for time off for observances which are required by an Employee's religion. If authorized by the Employer, an Employee may use time in lieu, vacation time or unpaid leave for such observances.

ARTICLE 18: SPECIAL LEAVE

- 18.01 Employees shall accumulate twelve (12) special leave Days per Year, at a rate of one (1) day per month of employment, commencing April 1, of each year commencing April 1, 2017. One (1) leave Day will be the equivalent of eight (8) hours. Leave Days may be accumulated to a maximum of twenty-four (24) days or the Employee may choose to be paid out the surplus, at his/her regular rate of pay on March 31, 2018 on March 31, 2019 on March 31, 2020 and on March 31, 2021. Leave Days may be taken for illness and bereavement as required by the Employee. Where Employees seek to schedule a leave Day for reasons other than illness or bereavement, they will provide the Employer with reasonable notice of the date proposed, and provided there is no operational conflict, the request will be accommodated.
- 18.02 Special leave credits accumulate when an Employee is on approved leave with pay. The Employer may advance special leave Days to the Employee prior to the Employee accumulating the same. In the event an Employee does not have sufficient accumulation of special leave credits, and has been advanced special leave, which is outstanding at the time of a resignation, layoff, termination, or other leave, the Employee shall be responsible to reimburse the Employer for the number of special leave Days advanced to the Employee, which did not accrue to him or her in the months worked. The Employer may deduct the advanced special leave, from any monies outstanding to the Employee at the time the Employee resigns, is laid off, terminated or departs on approved leave.
- 18.03 Employees absent from work due to illness may be requested to provide a medical certificate for any period of absence due to illness.
- 18.04 Subject to duty to accommodate, Employees must be fit to perform the duties assigned to them.
- 18.05 Without prejudice or precedent, Full-Time and Part-Time Employees may, upon request, be granted further special leave with or without pay at the discretion of the Employer.
- 18.06 While on an approved leave of absence without pay of more than two (2) weeks duration (including maternity, adoption, education and general leaves), there is no accumulation of special leave, Holidays, or Vacations, etc.
- 18.07 Where pursuant to this Collective Agreement, the Employer requires an Employee to submit to an independent medical examination, the Employer shall be responsible for paying these costs.
- 18.08 Part-time Employees will have special leave days prorated to regular guaranteed complement hours.
- 18.09 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. Immediate family is defined as father, mother, legal guardian, brother, sister, spouse (including common-law spouse), child of the Employee and child of the spouse. Bereavement leave shall be in addition to any entitlement to Special Leave.

ARTICLE 19: PREGNANCY, PARENTAL, ADOPTION, COURT, COMPASSIONATE CARE LEAVES

19.01 PREGNANCY LEAVE:

- (a) A pregnant Employee, who has been employed by the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer notice of the date that she expects to begin the leave and the date she expects to return to work, as required by Section 59D of the *Labour Standards Code*, upon providing to the Employer, where the Employer so requests, a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave begins on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines, and not later than the date of delivery. Pregnancy leave ends on such date determined by the Employee but not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.
- (c) Nothing in this Article 19 affects any protection provided to a pregnant Employee, regardless of the length of employment, by the *Human Rights Act*.

19.02 EARLY LEAVE OF ABSENCE:

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 by her pregnancy and, in either case, she cannot be reasonably accommodated. Prior to making any determination with respect to an Employee's ability to perform her duties, the Employer shall notify the Employee of its concerns and provide her with the opportunity to provide evidence that she can perform her work.

19.03 SICK LEAVE:

Pregnancy, in itself, is not a sickness for the purposes of the sick leave provisions of this Collective Agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this Collective Agreement.

19.04 PARENTAL LEAVE:

- (a) An Employee, who has been employed by the Employer for at least one (1) year, and who becomes a parent of one or more children through
 - (i) the birth of the child or children, or
 - (ii) the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the laws of the Province of Nova Scotia, is entitled to an unpaid leave of absence of, subject to Article 19.04(d), up to fifty-two (52) weeks upon giving the Employer notice of the date that the Employee expects to begin the leave and the date that the employee expects to return to work, as required by the *Labour Standards Code*.
- (b) Where an Employee takes pregnancy leave and the Employee's new born child or children arrive in the Employee's home during the pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave without the Employee returning to work and ends on a date determined by the employee but not later than thirty-five (35) weeks after the parental leave began.
- (c) Where the provisions of Article 19.04(b) do not apply, parental leave begins on a date, coinciding with or after the birth of the child or children or the child or children first arriving in the Employee's home and ends on a date determined by the Employee but not later than fifty-two (52) weeks after the child or children first arrive in the employee's home.
- (d) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.

19.05 DEFERRED PARENTAL LEAVE:

- (a) Notwithstanding Article 19.04, where an Employee has begun parental leave and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work in accordance with Section 59G of the *Labour Standards Code* and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with Section 59D of the *Labour Standards Code*.
- (b) An Employee is entitled to only one interruption and deferral of each parental leave.

19.06 NOTICE OF LEAVE:

- (a) An Employee shall give the Employer four (4) weeks notice of
 - (i) the date the Employee will begin pregnancy or parental leave;
 - (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 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 that earlier date;

(ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date;

(c) An 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;
- (ii) the delivery where the actual delivery occurs sooner than expected;
- (iii) the first arrival of the 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;
- (v) the resumption of parental leave by the Employee where the parental leave was interrupted or deferred,

and the notice provisions in Article 19.06(a) do not apply.

(d) Notice given pursuant to this Article shall be put in writing where the Employer so requests.

19.07 CERTIFICATE REQUIRED BY EMPLOYER:

(a) Upon the request of the Employer, where an Employee takes parental leave pursuant to Article 19.01, interrupts or defers parental leave pursuant to Article 19.05, or gives notice pursuant to Article 19.06(c), the Employee shall provide such proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

(b) 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 Article 19.07.

19.08 BENEFITS DURING PREGNANCY AND PARENTAL LEAVE:

(a) Subject to the rules of the plan, during any leave provided by Article 19.08, an Employee may select the option of maintaining any benefit plan in which the Employee participated prior to the commencement of that leave. The Employer shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised, to avoid an interruption in benefits.

(b) Where the Employee opts in writing to maintain a benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share and the Employer shall process the documentation and payments as arranged.

19.09 RETURN FROM PREGNANCY OR PARENTAL LEAVE:

(a) When an Employee returns to work upon the expiry of a leave of absence taken pursuant to Article 19 or returns to work pursuant to Article 19.05, the Employee shall 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 unless the Employee has been the successful applicant for another job in which case she/he shall return to that job or if that job no longer exists, the Employee shall return to a comparable position

with not less than the same wages and benefits, and

(ii) with no loss of Seniority or benefits accrued to the commencement of the leave.

(b) Where the Employer's operations are or will be suspended or discontinued when the Employee returns to work upon the expiry of a leave of absence taken pursuant to Article 19, or returns to work pursuant to Article 19.05, Article 19.09(a) does not apply and the Employer shall comply with the *Labour Standards Code* s. 72 and, when the operation resumes, Article 19.09(a) applies subject to any seniority system provided for by this collective agreement.

(c) Nothing in Article 19 limits any protection provided to an Employee by this Collective Agreement or by the *Human Rights Act*.

(d) Nothing in Article 19 limits any benefits to which an Employee would otherwise be entitled.

19.10 SERVICE:

Service shall be deemed to be continuous for leave under this Article 19. For clarity, benefits based on Service, such as special leave and vacation, will not accumulate during the period of leave but the leave shall be included in calculation of Service for the purpose of determining annual vacation.

19.11 CHANGE IN NOTICE OF RETURN:

In the event an Employee determines she/he will not return from leave, notice will be provided as soon as reasonably possible, but no later than thirty (30) calendar days prior to the expected return date. If an Employee seeks to return prior to the expected return date, except due to hospitalization of the child, a minimum of thirty (30) calendar day's notice will be given.

19.12 COURT LEAVE

19.12 (a) The Employer shall grant leave of absence without pay for any Employee required to appear for jury duty.

(b) The Employer shall grant leave of absence with pay for any Employee subpoenaed summonsed or required to appear in any proceeding in which the Employee is called upon to appear in his/her role as an Employee of the Employer.

(c) The Employee will be required to reimburse the Employer, to the extent of pay received from the Employer, the amount of fees not being expenses which the Employees receives for such appearances.

19.13 COMPASSIONATE CARE LEAVE

19.13 Employees shall be granted compassionate care leave in accordance with the *Labour Standards Code* of Nova Scotia, and may grant more time if requested by an Employee.

ARTICLE 20: DAMAGE TO EMPLOYEE PROPERTY

In the event of damage to the personal property of an Employee, necessary to the performance of the Employee's duties, by a client in the execution of those duties, the Employer shall, where it is satisfied that normal precautions against damage had been taken, arrange to reimburse the Employee or arrange for necessary repairs. Personal property includes watches, glasses and clothing, and a vehicle where a client damages the vehicle while the Employee is using it with the approval of the Employer. In the event of damage to a vehicle, the Employer's liability pursuant to this provision shall be the amount of the deductible, to a maximum of five hundred dollars (\$500), on the Employee's insurance or the actual cost of repair whichever is less. The Employee is required to perform the repair to qualify for reimbursement.

ARTICLE 21: MEAL USE

- 21.01 The Employer will set a reasonable meal rate for Employees working at the workshop. Employees may elect to purchase meals at the workshop, at the meal rate set by the Employer.
- 21.02 Employees working at a residence are required, as part of the program support to participants in residence to prepare and eat meals with participants and such meals will be at no cost to the Employee.
- 21.03 Offsite meals, taken during work hours must be approved in advance to qualify for reimbursement. Employees will submit a receipt in support of the claim and the rate of reimbursement shall not exceed the allowance for meals approved by the Department of Community Services. Where an Employee takes a resident offsite pursuant to a program or at the request of the Employer the Employee shall be entitled to be reimbursed for incidental food expenses where prior approval was given.

ARTICLE 22: GRIEVANCE & ARBITRATION PROCEDURES

22.01 An Employee who feels that she/he has been treated unjustly or considers herself/himself aggrieved by any action or lack of action by the Employer shall, within five (5) working days, first discuss the matter with his/her immediate supervisor. The Employee may have a steward present, if so desired. The supervisor shall answer the dispute within ten (10) working days of the discussion, unless the Union agrees to extend this time limit.

When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a “grievance”, and the supervisor shall be notified, by way of stated grievance in the proper form, outlining the article violated, facts in support of the grievance and remedy sought.

In each of the following steps of the grievance procedure, the person designated by the Employer as the first, second, or third level of the grievance procedure shall arrange a meeting or meetings, with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

22.02 Where the grievance relates to the interpretation of application of this Collective Agreement, or an arbitral award, an Employee is not entitled to present the grievance unless she/he has the approval in writing of the Union, or is represented by the Union.

22.03 Step One:

If the Employee or the Union is not satisfied with the decision of the immediate supervisor, the Union may, within ten (10) working days of receiving the decision of the immediate supervisor, present the grievance in writing to the person designated by the Employer as the first level of the grievance procedure. If the Union does not receive a satisfactory settlement within ten (10) working days from the date on which the grievance was presented at Step One to the person designated as the first level in the grievance procedure, the Union may proceed to Step Two.

Step Two:

Within ten (10) working days following the expiration of the last ten (10) day period referred to in Step One, the Union may, failing a satisfactory response at Step 1, move the grievance, in writing, to the person designated by the Employer as the second level in the grievance procedure.

If the Union does not receive a reply, or satisfactory settlement of her/his grievance from the person designated by the Employer at Step Two as the second level in the grievance process within ten (10) working days from the date on which her/his grievance was received at the second level, the Employee may proceed to Step Three.

Step Three:

Within ten (10) working days from the expiration of the last ten (10) day period referred to in Step Two, the Union may present her/his grievance in writing to the person designated by the

Employer as the third level in the grievance procedure concerned.

The Employer shall reply in writing to the Employee within fifteen (15) working days from the date the grievance was presented at Step Three to the Employer.

If the Union does not receive a reply, or satisfactory settlement of the grievance from the Employer, the Union may refer the grievance to arbitration within fifteen (15) working days of the date in which he/she should have received a reply from the Employer.

In the event the matter is not resolved by the grievance procedure it may be referred to arbitration in accordance with this Agreement.

- 22.04 Once a grievance is filed the Employee shall not be required or permitted to meet with a representative of the Employer to discuss the grievance unless an authorized representative of the Union is also present. At any meeting between the Union and the Employer to discuss a grievance the Employee may choose to attend. No grievance, once filed, shall be settled or withdrawn without the proper consent and authority of the Union.
- 22.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized Holidays shall be excluded.
- 22.06 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein, provided the Parties agree to do so in writing.
- 22.07 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.
- 22.08 The Employer shall advise the Union of the names and jurisdiction of the persons designated as the levels of the grievance procedure.
- 22.09 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 and Advanced Education for Nova Scotia shall appoint.
- 22.10 (a) Where the Parties have not agreed that a matter should be decided by a single arbitrator within ten (10) 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 chairperson by mutual agreement.
 - (e) In the event that the appointees are unable to agree, then the chairperson shall be appointed by the Minister of Labour and Advanced Education for Nova Scotia.
- 22.11 The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chairperson shall be the decision of the arbitration board. The decision of the arbitration board shall be binding, final and enforceable on the Parties. The arbitration board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the arbitration board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- 22.12 Should the Parties disagree as to the meaning of the arbitration board's decision, either party may apply to the chairperson of the arbitration board to reconvene the arbitration board to clarify the decision which it shall make every effort to do within seven (7) days.
- 22.13 (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*. Should the arbitrator's cost exceed the tariff prescribed by the *Trade Union Act*, the top-up will be shared equally between the Parties.
- (b) Where the matter has been dealt with by an arbitration board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the chairperson, as provided in Section 43 of the *Trade Union Act*.

ARTICLE 23: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 23.01 The Parties agree to maintain an Occupational Health and Safety Committee which will be responsible for issues contemplated under the *Occupational Health and Safety Act* and its members will be governed by the provisions of the *Act*.
- 23.02 There shall be one unionized residential Employee and one unionized vocational Employee on the Occupational Health and Safety Committee.

ARTICLE 24: SENIORITY

- 24.01 Seniority for Employees who were Bargaining Unit members on November 22, 2004 is defined as the continuous length of Service in the employ of the Employer.
- 24.02 Seniority for Employees who became or become members of the Bargaining Unit after the date set out in Article 24.01(a) is defined as the latest continuous length of Service in the Bargaining Unit unless otherwise specifically provided for in this Collective Agreement.
- 24.03 Seniority for Casual Employees is defined as the latest continuous length of membership in the Bargaining Unit but they will be placed on the Seniority list in the order in which they were last hired by the Employer. Casual Employees shall not be permitted to use Seniority in preference to a Full-Time Employee or a Part-Time Employee. A Casual Employee who becomes a Full-Time Employee or a Part-Time Employee shall take Seniority earned as a Casual Employee to the full-time or part-time position.
- 24.04 An up-dated Seniority list shall be posted annually and a copy sent to the Union by the Employer as soon as possible following the signing of this Collective Agreement. The list will show the name of the Employee, the date of hire, Seniority in years, months and days, and classification. Protests with regard to Seniority status must be submitted in writing no later than thirty (30) working days following receipt of the list by the Employees. If proof of error is presented, the error will be corrected and the correction will become the official Seniority for the Employee. A revised list, containing corrections if any, will be posted by the Employer and any challenge to the revised list must be made within fifteen (15) working days of the posting. After all challenges have been settled, the Seniority list shall be used in determining each Employee's Seniority.
- 24.05 When two (2) or more Employees have equal Seniority their names will be drawn from a container in the presence of a Management representative and a Union representative and the first name drawn shall be the more senior and subsequent draws will determine Seniority from those remaining, in descending order.
- 24.06 Unless the Union otherwise agrees, any Employee who takes a permanent position outside the Bargaining Unit, loses Seniority within the Bargaining Unit after (180) calendar days in the permanent non-Bargaining Unit position.
- 24.07 An Employee shall only lose Seniority if she/he:
- (a) is discharged for just cause and is not reinstated
 - (b) resigns, or leaves of her/his own accord
 - (c) accepts a permanent position outside of the bargaining unit in accordance with 24.05
 - (d) Fails to comply with the recall provisions in accordance with the Collective Agreement
 - (e) is laid off and does not successfully apply for another Bargaining Unit position or is not recalled for a period in excess of twelve (12) months.

ARTICLE 25: GROUP INSURANCE BENEFITS

25.01 Subject to the rules of the plan, the Employer and all permanent Full-Time and Regular Permanent Part-Time Employees shall join in the cost of the following insurance plans:

- Medical
- Vision Care
- Dental
- Accidental Death or Dismemberment
- Life Insurance
- Dependent Life Insurance

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. The Parties agree that they are governed by the terms of the group plan in order to be eligible for benefits under the group plan. The Employer will not initiate changes to plan benefits without discussion with the Union and if it appears costs may increase will provide as much notice to employees and the Union as possible and will discuss costing with the Union prior to implementation of a cost increase. Changes initiated by the carrier are beyond the control of the parties, and in the event there is a material change in coverage, eligibility, or the costs of the benefits provided, the parties will discuss the changes and attempt to achieve a mutual resolution. The Employer shall select the carrier and will be mindful of costs in its decision. Furthermore, these matters shall not be subject to grievance or arbitration.

25.02 Employees shall commence participation in this plan after completing three (3) months of employment, and in accordance with the provisions of the plan.

25.03 The total cost of the medical plan (which currently includes vision) will be divided between Employer and Employee on a sixty-five/thirty-five (65/35) basis. The total cost of the remaining plans will be divided between the Employer and Employee on a fifty/fifty (50/50) basis. Medical and dental benefits under this clause shall not be prorated. In the event an Employee works beyond age 65, and the insurer(s) charges higher premiums for that Employee as a result, the Employee shall be responsible for paying the regular amount of the premium and the full additional cost premiums that result from being over age sixty-five (65).

25.04 Except as otherwise provided in this Collective Agreement, an Employee who is on an unpaid leave of absence, for any reason, shall be entitled to continue to participate in the group insurance benefits outlined in Article 25.01, 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; and
- (c) The Employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days to the date the Employer is required to remit payment to the plan provider.

ARTICLE 26: PENSION PLAN

PARTICIPATION IN PENSION PLAN:

26.01 The Employer is a member of the Directions Council for Vocational Services Society Pension Plan (“the plan”), and its eligible Employees shall participate in the plan in accordance with the rules and regulations of the plan as exist and may be modified by the Plan Administrator and Superintendent of Pensions.

COST SHARING OF PENSION PLAN:

26.02 The Employer and eligible Employees cost share the pension contributions fifty/fifty (50/50) with each contributing five percent (5%) on the Yearly Maximum Pensionable Earnings as defined by the Plan.

ALTERNATIVE PLAN:

26.03 In the event an Employee is deemed ineligible to participate in the Directions Council for Vocational Services Society Pension Plan because the Employee’s job position is not included in the plan, unless the Employee is otherwise eligible, the Employer and the Employee will cost share contributions on a fifty/fifty (50/50) basis with each contributing five percent (5%) to an alternative plan or group RRSP, as agreed to by the Employer and the Union.

NO GUARANTEE:

26.04 The Parties agree that market conditions are beyond the control of the Employer and the provision of a pension plan or alternative does not mean the Employer assumes any liability for the actions of a plan carrier or pension administrator or the performance of the pension fund.

ARTICLE 27: MISCELLANEOUS

- 27.01 The Employer will make space available in the workshop for a bulletin board which will be provided by the Union to allow the Union to post notices and otherwise communicate with its membership in the staff room at the Employer's main office. There will be no communication or Union bulletin boards in the residential setting. However, a file folder for such communication will be placed in a discrete location in the residential settings. Union materials are not to be reviewed during working hours.
- 27.02 An Employee shall have the right to make an appointment to see her/his complete file within a reasonable time of the request, and shall be permitted to respond in writing to anything in the file whether or not she/he has previously responded and such response shall become part of the Employee's file. The Employee, at her/his discretion, may be accompanied by a Union representative and shall be entitled to a copy of any information contained in the file at the Union's expense. The Employee shall not remove anything from the file.

ARTICLE 28: DURATION AND RETROACTIVITY

- 28.01 It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the Parties prior to the signing date except as provided by Schedule “A”, Schedule “B” and Schedule “C” with respect to the annual adjustment of wages.
- 28.02 This Agreement shall be effective from April 1, 2015 to March 31, 2021.
- 28.03 Wage increases for the duration of the Agreement shall be as specified in Schedule “A”, Schedule “B”, and Schedule “C”
- 28.04 Notice of an intent to renegotiate this Agreement 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.

ARTICLE 29: FUNDING

- 29.01 The Parties acknowledge that this Agreement is conditional on the Employer receiving from its funding agencies, and in particular the Province of Nova Scotia, the required and anticipated levels of funding needed during the life of this Agreement as outlined in Schedule “A”, “B” and “C”.
- 29.02 Any wage settlement that applies to unionized adult service centres in the province of Nova Scotia for the period from April 1, 2015 to March 31, 2021, if in excess of the wage settlement in this Agreement, will be applied to this Agreement.

ARTICLE 30: TECHNOLOGICAL CHANGE

- 30.01 "Technological Change" means the introduction by the Employer into its business of equipment, material or methods of a different nature or kind than those previously utilized by the Employer in the operation of its business or a change in the manner in which the Employer carries on the business or a change in the operation, structure or focus of the business which is likely to affect an Employee or Employees to whom this Collective Agreement applies.
- 30.02 (a) In the event that the Employer intends to introduce a technological change which result in the elimination of positions within the Bargaining Unit, the Employer shall give notice as far as possible in advance. An affected Employee shall continue to be paid her/his regular wages and shall receive her/his benefits during this notice period.
- (b) In the event that the Employer intends to introduce a technological change which would affect the classification of any Employee, the Employer shall give notice as far as possible in advance but no less than thirty (30) days notice, in writing, to the Employees who would be affected by such change, with a copy to the Union. No affected Employee shall be reclassified to a lower pay level.
- 30.03 Where possible, timely and cost effective, the Employer may make reasonable efforts to train personnel with respect to new technologies affecting the internal operation of the workplace.

ARTICLE 31: LABOUR-MANAGEMENT COMMITTEE

31.01 PURPOSE OF COMMITTEE

There will be a Labour-Management Committee (LMC) for the purpose of facilitating communication, promoting understanding and confidence and maintaining harmonious relations between the parties. The LMC will not discuss matters relating to collective bargaining or grievances.

31.02 MEMBERS

The LMC will consist of up to four (4) representatives from each of the Employer and the Union. One of the Employer representatives may be a Board member. One of the Union representatives may be the Business Agent. A representative of each party shall be designated by each party as joint chairperson of the committee and the two (2) chairpersons shall alternate in chairing the committee. The chair will ensure minutes are taken and distributed to committee members as soon as possible following the meeting.

31.03 MEETINGS

- (a) The LMC shall meet four (4) times per year, or may meet more or less often by agreement.
- (b) No bargaining unit member will lose pay or benefits for time spent at LMC meetings. However, no pay or overtime will be paid for any time spent meeting outside working hours.

NSUPE Local 16 & CWA – Collective Agreement – April 1, 2015 – March 31, 2021

DATED AT Digby in the Province of Nova Scotia, on this 27 day of March 2019.

Signed on behalf of the Union:

Charles Hill
Witness

Charles Hill
Witness

Janice Johns
President, NSUPE Local 16

Sasha Pugh
Secretary, NSUPE Local 16

DATED AT Digby, in the County of Digby and Province of Nova Scotia, on this 27 day
of March, 2019.

Signed on behalf of the Employer:

Suzette Hasser
Witness

Royin Elmi
Chair

SCHEDULE “A”

WAGE PACKAGE

All active Employees working as Vocational Instructors and who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

1. Full-Time Vocational Instructors will receive an annualized salary as follows:

April 1, 2018 to March 31, 2019	\$40,428.84
April 1, 2019 to March 30, 2020	\$41,240.44
March 31, 2020	\$41,446.64
April 1, 2020 to March 30, 2021	\$42,068.34
March 31, 2021	\$42,278.68

2. Part -Time Hourly Wages

April 1, 2018	\$19.44
April 1, 2019	\$19.83
March 31, 2020	\$19.93
April 01, 2020	\$20.23
March 31, 2021	\$20.33

3. **Retroactive Pay:** To receive retroactive pay, the Employee must be actively employed by the Employer at the time retroactive pay is being disbursed or have retired any time after April 1, 2015. Employees who were not employed during the entire retroactive period, but are currently employed will receive the relevant rate increase, prorated from their date of hire. Retired Employees will be paid on hours worked after April 1, 2015 to the date of retirement.
4. It is agreed that the wage commitment by the Employer is conditional upon the Employer receiving, on an on-going basis, the necessary funds from its government funders, or some other eligible source to meet the wage increase and the terms of this Collective Agreement. Should the funding not be made available or should funding discontinue, the Collective Agreement will be re-opened for negotiation. The Union acknowledges the board and Management will not be held personally liable in the event funding is not made available or is discontinued.

SCHEDULE “B”

WAGE PACKAGE

All active Employees working as Residential Instructors and who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

1. Hourly Wages

April 1, 2018	\$19.44
April 1, 2019	\$19.83
March 31, 2020	\$19.93
April 01, 2020	\$20.23
March 31, 2021	\$20.33

2. Effective the date of signing the contract all active Employees working as Residential Instructors and who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

a. Shift Differential:

i. Employees in the Residential Instructors classification shall receive a shift differential of \$1.85 an hour (effective the date of ratification) for all regular hours worked between 6 pm and 6 am.

b. Weekend Premium:

i. Employees in the Residential Instructors classification shall receive a weekend premium of \$1.85 an hour (effective the date of ratification) for all regular hours worked between midnight Friday and midnight Sunday.

c. Shift differential and weekend premiums shall not apply to Night Sleep Shifts.

d. There is no pyramiding of benefits and shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RSP or pension, or any other benefit under the Collective Agreement.

4. **Retroactive Pay:** To receive retroactive pay, the Employee must be actively employed by the Employer at the time retroactive pay is being disbursed or have retired any time after April 1, 2015. Employees who were not employed during the entire retroactive period, but are currently employed will receive the relevant rate increase, prorated from their date of hire. Retired Employees will be paid on hours worked after April 1, 2015 to the date of retirement.

- 5.** It is agreed that the wage commitment by the Employer is conditional upon the Employer receiving, on an on-going basis, the necessary funds from its government funders, or some other eligible source to meet the wage increase and the terms of this Collective Agreement. Should the funding not be made available or should funding discontinue, the Collective Agreement will be re-opened for negotiation. The Union acknowledges the board and Management will not be held personally liable in the event funding is not made available or is discontinued.

SCHEDULE “C”

WAGE PACKAGE

All active Casual Employees working as Residential Instructors and Vocational Instructors and who meet the required standards for the positions as set out by the Department of Community Services are eligible for the following:

1. Hourly Wages upon completion of competencies

April 1, 2018	\$19.44
April 1, 2019	\$19.83
March 31, 2020	\$19.93
April 01, 2020	\$20.23
March 31, 2021	\$20.33

2. Hourly Wages without competencies

April 1, 2018	\$18.54
April 1, 2019	\$18.93
March 31, 2020	\$19.03
April 01, 2020	\$19.33
March 31, 2021	\$19.43

3. Effective the date of signing the contract all active Employees working as Residential Instructors and who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

a. Shift Differential:

- i. Employees in the Residential Instructors classification shall receive a shift differential of \$1.85 an hour (effective the date of ratification) for all regular hours worked between 6 pm and 6 am.

b. Weekend Premium:

- i. Employees in the Residential Instructor classification shall receive a weekend premium of \$1.85 an hour (effective the date of ratification) for all regular hours worked between midnight Friday and midnight Sunday.

c. Shift differential and weekend premiums shall not apply to Night Sleep Shifts.

- d. There is no pyramiding of benefits and shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RSP or pension, or any other benefit under the Collective Agreement.

4. **Retroactive Pay:** To receive retroactive pay, the Employee must be actively employed by the Employer at the time retroactive pay is being disbursed or have retired any time after April 1, 2015. Employees who were not employed during the entire retroactive period, but are currently employed will receive the relevant rate increase, prorated from their date of hire. Retired Employees will be paid on hours worked after April 1, 2015 to the date of retirement.

5. It is agreed that the wage commitment by the Employer is conditional upon the Employer receiving, on an on-going basis, the necessary funds from its government funders, or some other eligible source to meet the wage increase and the terms of this Collective Agreement. Should the funding not be made available or should funding discontinue, the Collective Agreement will be re-opened for negotiation. The Union acknowledges the board and Management will not be held personally liable in the event funding is not made available or is discontinued.