

NSUPE & HIL (NS) – Collective Agreement – April 01, 2019 – March 31, 2023

**NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES
(NSUPE Local 15)**

and

HOMES FOR INDEPENDENT LIVING (NOVA SCOTIA)

**COLLECTIVE AGREEMENT
April 1, 2019 to March 31, 2023**

THIS AGREEMENT made in duplicate as of the ____ day of _____ 2022;

EFFECTIVE: April 1, 2019 to March 31, 2023

BETWEEN:

**NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES
(NSUPE Local 15)**

OF THE ONE PART

-and-

HOMES FOR INDEPENDENT LIVING (NOVA SCOTIA)

OF THE OTHER PART

WHEREAS this 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;

THEREFORE, the parties agree as set out on the following pages unless properly amended:

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ARTICLE 1 - DEFINITIONS

1.01 DEFINITIONS:

“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 participant compatibility and the ability to co-operate with other staff and, where required by law or a funding body, holding the qualifications for the position.

"Bargaining Unit" - means the unit of employees of the Employer certified to be represented by the Nova Scotia Union of Public and Private Employees.

“Casual Employee” - means an employee who is neither permanent full time nor permanent part time and works on a day-to-day basis as required. Casual employees are excluded from the bargaining unit.

"Collective Agreement" - means this collective agreement and the Articles and Appendices contained herein and any properly made amendments, additions or alterations to it.

"Day" - means a calendar day.

"Displaced" - refers to an employee whose position has been declared redundant or who has been bumped by another employee.

"Employee" - means an employee of the Employer who is a member of the bargaining unit and refers to both the masculine and feminine and a reference to the male or to the female shall include a reference to the other and the singular and plural shall refer to the other unless, in either case, it is inconsistent with the context.

"Employer" - means Homes for Independent Living (Nova Scotia).

“Grant Employee” - means a person who is paid by and is under the control of a government sponsored work program for a fixed term. Grant employees are not included in the bargaining unit and the provisions of the collective agreement do not apply to grant employees.

"Layoff" - means the time an employee is not working because of lack of work or because they were bumped and is not being paid by the Employer.

“Management” - means those staff delegated by the Employer to act on its behalf in carrying out management functions including, but not limited to, the Executive Director, the Program Co-ordinator and any other management falling within the criteria established by Section 2 of the *Trade Union Act* of Nova Scotia.

1.01

“Night Shift” - means an eight (8) hour period between 10:00 pm and 8:00 am. Night Shift shall be paid in accordance with the provisions of Article 9.03.

“Outreach Worker” - means an employee who works outside the Oxford Street Learning Centre, with a participant in their residence.

"Parties" - means the signatories to this collective agreement, i.e. the Union and the Employer.

“Permanent Full Time Employee” - is an employee who is hired on a permanent basis and regularly works the full-time hours (2080 hours annually) and who has completed the probationary period.

"Permanent Part Time Employee" - is an employee who works at least twenty (20) hours bi-weekly but less than the fully prescribed hours (2080 hours annually) of work on a recurring and regularly scheduled basis and who has completed the probationary period.

“Probationary Employee” - means a person hired on a probationary basis as defined in Article 6.04 and who has not been granted permanent full time or permanent part time employment.

“Seniority” - is as defined in Article 4 of this collective agreement.

"Service" - means the total accumulated months of employment from date of hire with the Employer but does not include unpaid leave except for pregnancy and parental leaves and time in receipt of Workers' Compensation benefits. Service is pro-rated for part time employees based on hours of employment.

"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. Students are not included in the bargaining unit.

"Temporary Employee" - means an employee hired for a specified period of time exceeding ninety (90) calendar days, to replace a permanent employee on a leave of absence or to work an extra staffing assignment. Temporary employees shall be covered by the provisions of this collective agreement unless specifically stated otherwise in Article 2.08.

"Union" - means the Nova Scotia Union of Public and Private Employees and its successors and may be referred to as “NSUPE”.

"Working Day" - excludes Saturday, Sunday and holidays provided for by this collective agreement.

ARTICLE 2 - RECOGNITION

2.01 MANAGEMENT RIGHTS:

(a) The management and direction of employees, operations and services are vested exclusively in the Employer. 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 fair and reasonable manner and will not act in a manner contrary to this collective agreement.

(b) Without limiting the generality of Article 2.01(a), and subject to the provisions of the collective agreement, management rights include but are not limited to:

(i) 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.

(ii) determine the location of operations and their expansion or 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 to be used and new or improved methods of 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.

(iii) select, hire, transfer, assign to shifts, demote, classify, layoff and recall employees.

(iv) determine the work requirements, responsibilities and standards of work to be performed.

(v) specify assignments for employees.

(vi) expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the bargaining unit.

(vii) determine the size and composition of the workforce according to the needs of the Employer.

(viii) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

(ix) the Employer reserves the right to delegate its authority in any manner it sees fit.

2.02 RECOGNITION OF UNION:

(a) The Employer recognizes the NSUPE as the sole and exclusive bargaining agent for all permanent full time, and part time employees employed by Homes for Independent Living (Nova Scotia) but excluding casuals, administrative staff, program supervisors and those above the rank of program supervisor and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

(b) The Employer agrees to advise all new employees to the bargaining unit that a Union agreement is in effect and of the name of the Union representative in the workplace.

2.03 TEMPORARY EMPLOYEES, CASUAL EMPLOYEES, STUDENTS AND GRANT EMPLOYEES:

(a) The employment of students and grant employees will not result in a layoff of any member of the bargaining unit.

(b) Temporary employees are not covered by the following provisions of the collective agreement:

Article 7 - Layoff and Recall. Temporary employees are not entitled to notice of layoff, shall not bump other employees and are not entitled to recall.

Article 6.04 - Probationary Period. Temporary employees shall not undergo a probationary period but may be dismissed if they do not perform to the standards established by the Employer or for misconduct.

Article 4 - Seniority. Temporary employees shall not accrue seniority.

Article 15 - Sick leave, Workers' Compensation and Long Term Disability. Temporary employees shall not be entitled to use sick leave or special leave and shall not be entitled to the job protection provisions of Article 13. The Employer may grant unpaid leave to a temporary employee who is sick.

Article 16 - Leaves of Absence. Temporary employees shall not be entitled to the leaves of absence provided by this collective agreement.

Article 17 - Pregnancy Leave and Parental Leave. Temporary employees are not entitled to the rights provided by this Article unless required by law.

Article 18 - Group Insurance Benefits and Group Registered Retirement Savings Plan. Temporary employees are not entitled to enroll in the benefits programs.

2.04 NO PRIVATE AGREEMENTS:

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.

2.05 CORRESPONDENCE AND NOTICES:

A copy of all correspondence and notices between the parties shall be sent to the Union office and to the Executive Director of the Employer.

ARTICLE 3 - UNION SECURITY AND REPRESENTATION

3.01 MEMBERSHIP AND CHECK-OFF:

(a) Each employee in the bargaining unit shall pay 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. The Union shall inform the Employer, in writing, of the amount to be deducted for each employee.

(b) 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. The Employer shall provide to the Union a list identifying each employee and the deductions made on their behalf. If requested by the Union, the list will include the position, title, date of hire and hourly wage for the employee.

(c) The Employer and the Union agree that there shall be no discrimination by reason of Union membership or activity.

(d) All employees shall, as a condition of employment, join and maintain membership in the Union, however, the Union agrees that it will not seek to have the Employer terminate an employee as a result of the employee's failure to join the Union.

3.02 DEDUCTIONS MADE BY EMPLOYER:

The amounts deducted from the pay of the employee in accordance with Article 3.01(a) 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 they are a full time employee or a part time employee and the deductions made on their behalf. The Employer shall advise the Union when an employee terminates employment.

3.03 INDEMNITY:

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising from the administration of this Article.

3.04 TEMPORARY POSITION OUTSIDE BARGAINING UNIT:

(a) An employee temporarily appointed, promoted or transferred to a position beyond the scope of this collective agreement shall retain and accumulate seniority during the period of promotion or transfer, shall continue to pay all Union deductions during the period of promotion or transfer, shall remain in the benefit and pension plans that apply to bargaining unit members and shall be subject to and have the benefit of layoff and bumping provisions but otherwise, the terms and conditions of work for the non-bargaining unit position may apply except that the employee shall retain the right to grievance and arbitration with respect to discipline and dismissal.

(b) No employee shall be placed in a non-bargaining unit position without their consent.

3.05 EMPLOYEE REPRESENTATIVES OF THE UNION:

The Union shall notify the Employer of the names of employees of the Employer who act as Union representatives, annually or as changes occur. The Union agrees to keep the Employer informed of its current list of Union representatives and business representatives and shall, within fifteen (15) days of any change, deliver the names, addresses and telephone numbers to the Employer.

3.06 UNION BUSINESS AGENT AND OTHER UNION REPRESENTATIVES NOT ON THE EMPLOYER'S PAYROLL:

The business representatives of the Union shall have access to the Employer's head office premises to discuss Union business with the Employer, with consent of the Employer but in no case shall the visit interfere with the progress of work. No Union business shall be conducted in the residential settings.

3.07 UNION REPRESENTATION:

(a) An employee shall have the right to have a Union representative present at any time when the Employer or its representative is meeting with them 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 them reasonable time to arrange for the Union representative to be present. If an employee being called to a meeting for the purpose of discipline requests a Union representative and one is not available, the meeting shall be postponed until a Union representative is available.

(b) Union business shall not be conducted in the residential settings.

3.08 BULLETIN BOARDS:

The Employer will make space available for a bulletin board, which will be provided by the Union, at the Oxford Street Learning Centre in the staff room, for the purpose of posting notices and materials for its membership. Such space shall be in an area easily visible and accessible to members of the bargaining unit. There shall be no posting of information in residential settings.

ARTICLE 4 – SENIORITY

4.01 DEFINITION:

(a) Seniority for employees who are bargaining unit members on the date of signing this collective agreement is defined as the continuous length of service from the last date of hire to a permanent position, including the probationary period.

(b) Seniority for employees who become members of the bargaining unit after the date of signing this collective agreement is defined as the latest continuous length of service from the last date of hire to a permanent position in the bargaining unit, including the probationary period.

(c) Notwithstanding 4.01(a) and (b) above, a bargaining unit member who takes a permanent position with the Employer that is not included in the bargaining unit shall retain and continue to accumulate seniority for a period of one hundred and eighty (180) calendar days in the position. This period may be extended by mutual agreement of the parties. At the expiration of the probationary or trial period, if the employee remains in the job, they shall lose all accumulated seniority and, if they later return to the bargaining unit, the provisions of 4.01(b) above shall apply.

4.02 SENIORITY AND CLASSIFICATION LIST:

(a) An up-dated seniority list shall be posted annually in January and a copy sent to the Union. A seniority list will also be sent to the Union 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.

(b) When two (2) or more employees have equal seniority, their names will be drawn from a hat in the presence of a management representative and a Union representative and the first name drawn shall be the most senior and subsequent draws will determine seniority for those remaining, in descending order.

4.03 LOSS OF SENIORITY:

An employee shall only lose seniority if they:

- (1) is discharged for just cause and is not reinstated;
- (2) resigns or leaves of their own accord and has not withdrawn their resignation within two (2) working days of its submission to the Employer pursuant to this collective agreement;
- (3) is absent from work for three (3) working days without notifying the Employer and without just cause;
- (4) accepts a position outside the bargaining unit in accordance with the provisions of Article 4.01(c).
- (5) fails to comply with recall provisions in accordance with this collective agreement.
- (6) is laid off and does not successfully apply for another position or is not recalled for a period in excess of twelve (12) months;
- (7) is a probationary employee discharged for unsuitability and is not reinstated;

ARTICLE 5 - GENERAL CONDITIONS

5.01 WRITTEN ASSESSMENTS:

When any management person is required or regularly expected to make written assessments of an employee, a true copy of the written assessment shall be given to the assessed employee in order that they may be aware of their records and also to give the employee an opportunity to object, comment or respond if they so wish, and the response shall be put on the employee's file. A written assessment that is a performance appraisal shall be provided to the employee, once completed, for review before they are asked to sign it. The employee may have the assessment for up to five (5) calendar days for review. An employee may meet with the Executive Director to discuss any part of the performance appraisal with which they disagree.

5.02 EMPLOYEE'S FILE:

(a) If anything is placed on an employee's file(s) the employee shall have the right to a copy of it and the right to reply in writing and such reply shall become part of the employee's record. No adverse comment, warning, record of discipline or negative criticism will be placed on an employee's file without the employee being provided with a copy in a timely manner and the Employer agrees not to use against an employee anything from the employee's file of which the employee was not made aware and provided a copy in a timely manner following the event giving rise to the comment, warning, record of discipline or criticism.

(b) Any act of meritorious conduct by an employee will be recorded on the employee's file and a copy will be given to the employee.

(c) An employee shall have the right to make an appointment to see their complete file within a reasonable time of the request, including all files wherever kept, during business hours without loss of pay and shall be permitted to respond in writing to anything in the file whether or not they have previously responded and such response shall become part of the employee's file. The employee, at their discretion, may be accompanied by a Union representative and shall be entitled to a copy of any information contained in the file at the Employer's expense. The employee shall not remove anything from the file.

(d) Any record of discipline shall be removed from an employee's file(s), and shall not be used against them any time after twenty-four (24) months of discipline free work from the date the discipline was imposed. This shall also apply to files which existed, prior to the signing of this collective agreement, on bargaining unit members. Notwithstanding the foregoing, the record of an employee with respect to sexual assault or sexual harassment may be used against that employee at any time for other incidents of a similar nature.

5.03 DISCRIMINATION AND ACCOMMODATION:

(a) The Employer and the Union agree that there shall be no discrimination by either party against any employee by reasons of prohibited grounds of discrimination as outlined in the Nova Scotia *Human Rights Act*. 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 the Employer acknowledge that sex preference can be stipulated as an acceptable practice where appropriate to meet participant needs.

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

(c) It is agreed that when an employee seeks an accommodation, they have an obligation to provide an objective medical opinion of the requirement of the accommodation and the functional limitations and restrictions which give rise to the need for an accommodation. The opinion shall state the treatment plan in place, if any, and whether the employee is in compliance with the treatment plan and medical interventions required. The employee is obligated to participate in a prescribed treatment plan aimed at alleviating their restrictions. The employee shall give the Employer written permission to share this information with the Union or may elect to share the information directly with the Union. It is agreed that, the duty to accommodate requires the Employer, the Union and the employee to co-operate 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. It is agreed that there is no exhaustive list of what constitutes undue hardship in any given circumstance, however, it is agreed that the employee's failure to co-operate in a material way with reasonable efforts of the Employer or the Union, is included as undue hardship. If requested by the Employer, the employee will attend an independent medical examination at the Employer's expense. In such a case it is preferred if the Employer, the Union and the employee can agree on the independent medical examiner however, in the event of an impasse, the Employer will decide and the employee may, upon receipt of the results, require another opinion from another examiner.

(d) The Employer shall make every reasonable effort to grant requests for temporary transfers based on pregnancy or other bona fide disability accommodation needs of an employee for periods of up to three (3) months, upon certification of the need by a qualified medical practitioner. Extensions shall be granted upon the recommendation of a qualified medical practitioner. These temporary transfers shall be into new or vacant positions and shall not require posting. The Employer reserves the right to limit potential transfer locations and positions to those which match the skills and abilities of the employee seeking a transfer.

5.04 NO HARASSMENT:

(a) 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.

(b) The Employer and the Union are committed to promoting a workplace which is free of sexual harassment as prohibited by the *Human Rights Act* of Nova Scotia.

(c) The Employer and the Union agree that sexual harassment is as defined by the *Human Rights Act* of Nova Scotia. “Sexual harassment” means:

- (1) vexatious sexual conduct or a course of comment that is known or ought reasonably to be known to be unwelcome;
- (2) 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
- (3) a reprisal or threat of reprisal against an individual for rejecting a sexual solicitation or advance.

(d) 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 the Employer are committed to the promotion of respectful relations and as such, wish to provide protection against all harassment, especially that of a sexual nature.

(e) "Personal Harassment" means actions or words, written or spoken, which demean or insult an employee and which constitute abusive conduct or which create an intimidating, hostile or offensive working environment.

(f) In circumstances of alleged harassment the employee making the allegation shall report the incident(s) to the employee's supervisor or the supervisor of the employee alleged to be the source of the harassment. Management shall deal with the complaint in accordance with its harassment policy. If the employee is not satisfied with the response, the employee may initiate a grievance at the Step in the Grievance Procedure which involves management higher than the supervisor to whom the complaint was made.

(g) Notwithstanding Article 2.13, 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.

5.05 WITHDRAWAL OF RESIGNATION:

An employee who resigns from employment with the Employer shall be entitled to withdraw their resignation within two (2) working days of having submitted the resignation.

5.06 DAMAGE TO EMPLOYEE PROPERTY:

Where the personal property of an employee, necessary to the performance of the employee's duties, is damaged by a participant 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 means watches, glasses and clothing, and a vehicle, where a participant damages the vehicle while the employee is using it, at the direction of the Employer, for the purpose of transporting the participant. Employees shall take reasonable measures to not expose expensive/luxury items of personal property to risk.

5.07 UNNAMED INSUREDS:

The Employer shall ensure that members of the bargaining unit are insured under the Employer's Commercial General Liability insurance policy, excluding automobile liability insurance.

5.08 STRIKES AND LOCKOUTS:

(a) During the life of this collective agreement and pursuant to the *Trade Union Act of Nova Scotia*, there shall be no interruption of work, no employee(s) shall strike and the Employer shall not lockout employees.

(b) 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 6 - VACANCIES, APPOINTMENTS, PROMOTIONS AND TRANSFERS

6.01 APPLICATION OF SENIORITY:

(a) Applicants for positions will be assessed on the basis of suitability, ability and qualifications. Where these factors, as a whole, are relatively equal, seniority shall be the determining factor in awarding the position.

(b) Notwithstanding Article 6.01(a), work assignments to the Outreach Program shall be at the sole discretion of management, based upon who, in the opinion of management, is the most suitable match to provide the necessary support to the participant. In making such assignments the Employer agrees that management will act in good faith and that an employee can refuse such an assignment. Employees recognize that refusing an assignment may also result in a loss of work hours for pay purposes.

6.02 JOB POSTINGS:

- (a) When a new position or vacancy is created within the bargaining unit, the Employer shall post notice of such new position or vacancy for seven (7) consecutive calendar days on a bulletin board where employees work and the Employer may also advertise externally.
- (b) Applications from temporary employees shall be considered along with applications from outside the bargaining unit, after applications from permanent employees within the bargaining unit are fully considered, processed and determined, provided no permanent employee within the bargaining unit is a successful applicant.
- (c) Provided no permanent employee is the successful applicant, the Employer shall consider applications from outside the bargaining unit.

6.03 INFORMATION IN POSTINGS:

The posting shall contain all relevant information, including but not limited to, duties and responsibilities, required qualifications, ability, education and experience, wages and nature of the position. Job postings may state a preference of sex for the purposes of personal care and role modeling for participants.

6.04 PROBATIONARY PERIOD:

(a) Every new employee shall initially be hired for a probationary period of one thousand and forty (1040) hours of work from date of hire to a permanent position, including any period of orientation, during which time the employee may be dismissed if the employee has not performed to the standards established by the Employer. Such standards shall be reasonable for the work to be done. The Employer shall assess the employee during the probationary period.

(b) Notwithstanding anything else in this Article 6.04, the Employer may, a minimum of ten (10) calendar days prior to the expiry of the probationary period, notify the employee that the probationary period will be extended for up to a further five hundred and twenty (520) hours and shall set out the reasons for the extension and, if performance related, shall set out performance expectations. The employee shall receive an interim assessment but may be dismissed at any time if standards are not met or for misconduct.

(c) There shall be only one probationary period. The probationary period is an evaluation period and is used to determine an employee's suitability for appointment to a permanent position.

(d) The Employer shall, upon an employee's successful completion of the probationary period, confirm employment on a permanent basis.

(e) A new employee who moves to another classification during the probationary period shall serve the full probationary period in the new classification.

6.05 TRIAL PERIOD:

Where the successful applicant is a permanent employee they shall have a trial period of four hundred and eighty (480) working hours, during which the employee will receive the necessary training and direction for the position, from the date they start regularly working in the position. Conditional on satisfactory service, the trial promotion, transfer or appointment shall become permanent in the position after the trial period. In the event the member, during the trial period, proves unsatisfactory in the position or states in writing that they wish to return to their former job or status, they shall be returned to their former position or status without loss of seniority and at a wage or salary not less than they were previously paid for that position. Any other employee promoted, transferred or appointed because of the rearrangement of positions shall also be returned to their former position or status in a similar manner. This right to return to an employee's former position within the trial period shall apply to members of the bargaining unit who are transferred, promoted or appointed to a non-bargaining unit position with the Employer.

6.06 ORIENTATION:

All employees will receive orientation in accordance with the Employer's policy manual before being assigned to work on their own.

ARTICLE 7 - LAYOFF AND RECALL

7.01 LAYOFF AND RECALL:

(a) If it becomes necessary to layoff an employee because of lack of work the Employer shall notify the employee(s) affected and the Union as soon as known or anticipated, of the reasons for the layoff and shall meet with the Union to discuss means of avoiding or minimizing layoffs. The Employer will provide notice of layoff to affected employees and the Union as soon as it knows of or reasonably anticipates layoff will take place. In no case shall notice be less than ten (10) working days. Subject to the foregoing, the employee shall be paid for those days for which work was not made available but for which the employee was scheduled.

(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 layoff be used.

(c) An employee designated for layoff shall be entitled to bump any junior employee provided they have the ability to do the job of the junior employee and that junior employee shall then be a displaced employee and shall be entitled to bump in accordance with this Article 7.01. A displaced employee who bumps a junior employee shall work the hours of work of the employee they bumps.

(d) A full-time employee may choose to bump a junior full time, part time or temporary employee. A part time employee may only choose to bump a junior part time or temporary employee. A temporary employee shall not be entitled to bump.

(e) A laid off employee may choose to bump a junior employee or to accept a layoff

(f) A laid off employee shall retain the right to apply for any vacant position in accordance with Article 6.

(g) A laid off employee shall be recalled to their position if it becomes available.

(h) No new employee will be hired until all laid off employees have first been given the opportunity to fill the job.

(i) 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 4.03(6).

ARTICLE 8 - PAY AND CLASSIFICATIONS

8.01 PAY RATES AND METHOD OF PAY:

- (a) The job classifications and wage rates are set out in Appendix "A" and form part of this collective agreement.
- (b) Employees shall be paid bi-weekly and normally not later than 12:00 noon on Thursday of pay week, and shall be provided with a statement showing deductions from gross pay.
- (c) When a payday falls on a holiday, payment will be made on the last banking day prior to the holiday.

8.02 SHIFT AND WEEKEND PREMIUMS:

- (a) Employees shall receive a shift premium for all regular hours worked between 1900 (7:00 pm) and 0700 (7:00 am) in the amount of **two dollars and thirty five cents (\$2.35)** an hour.
- (b) Employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday in the amount of **two dollars and thirty five cents (\$2.35)** an hour.
- (c) Shift and weekend premiums shall apply to night awake hours but shall not apply to night sleep hours.
- (d) Shift and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, pension, or any other benefits under this collective agreement.

8.03 NEW CLASSIFICATIONS:

Should a new classification be established during the term of this collective agreement, the pay rate shall be as determined by the Department of Community Services; otherwise the pay rate shall be negotiated between the parties.

8.04 TRANSPORTATION:

- (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 Employer and will be reviewed periodically to determine if increases are appropriate. The present rate of reimbursement is as follows:
 - (i) Any travel under five (5) kilometres will not be reimbursed
 - (ii) Thirty-eight cents (\$0.38) per kilometre.
Employees must keep accurate records of distance travelled and provide odometer readings between trips.
- (b) Employees are not obligated to use personal vehicles as a condition of employment.

8.05 CALCULATION OF PAY FOR PAID LEAVE:

A part time employee on paid leave shall be paid based on the posted scheduled straight time hours of work for the employee provided that if the employee's leave continues beyond the posted scheduled hours or work and, because of their paid leave, no further hours are scheduled, payment shall be based on the weekly average number of straight time hours paid to the employee in the twenty (20) calendar week period of part time work immediately preceding the leave.

ARTICLE 9 - WORKING HOURS

9.01 REGULAR HOURS - FULL TIME EMPLOYEES:

The normal hours of work for full time employees shall be two thousand and eighty (2080) per year, based on eighty (80) hours per pay period. This does not guarantee the number of hours and serves as a reference point only.

9.02 REGULAR HOURS - PART TIME EMPLOYEES:

The regular scheduled working hours for part time employees shall not normally be fewer than twenty (20) hours bi-weekly. Notwithstanding the definition of permanent part time employee, in the event a part time employee's hours are reduced by the Employer to fewer than twenty (20) hours bi-weekly, that employee will continue to maintain permanent status.

9.03 NIGHT SHIFT:

- (a) "Night sleep" means a shift when the employee is permitted to sleep but is available to attend to the needs of participants if required.
- (b) Employees working an eight (8) hour shift designated as a night sleep shall be permitted to sleep the middle six (6) hours of the shift (the "sleep hours"). Shift differential and weekend premiums shall not apply to the designated sleep hours.
- (c) A night sleep shift shall be deemed to be five (5) hours of work for the purpose of Article 9 – Hours of Work and Article 10 – Overtime. For the purposes of insured benefit eligibility, Article 18.02, the night sleep shift shall be counted as eight (8) hours.
- (d) **The rate of pay for an eight (8) hours night sleep shift shall be \$95.78 per shift.**

The rate shall increase as follows:

April 1, 2020	\$100.40
April 1, 2021	\$103.60
April 1, 2022	\$106.00

Following April 1, 2021 the night sleep rate shall increase in accordance with any increases in minimum wage.

- (e) Should an employee be required to perform any active hours during the designated sleep hours, in excess of thirty (30) minutes, as would be essential for participant care, the active hours will be compensated at the rate of ten dollars (\$10.00) per hour, prorated to time worked as active time. The maximum amount paid per night sleep shift will be equivalent to eight (8) times the regular hourly rate.

9.04 DAYS OF REST:

(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 unless mutually agreed between the Employer and the employee.

(b) The Employer shall ensure that no part time employee is scheduled to work more than seven (7) consecutive days in a two (2) week period unless mutually agreed between the Employer and the employee.

9.05 SCHEDULE POSTED:

The Employer shall post the work schedule two (2) weeks in advance providing the Employer has been advised of employee availability. The schedule is subject to change in order to meet participant needs and outreach program requirements. Changes to the work schedule after its posting may be made providing notice is given to the employees concerned.

9.06 EXTRA WORK:

The Employer shall make reasonable efforts to offer extra work, such as that created when the work load increases or by special events or when a scheduled employee is unable to attend at work to part time employees. This extra work shall be paid at straight time rates unless it is in excess of ninety-six (96) hours bi-weekly.

ARTICLE 10 - OVERTIME

10.01 OVERTIME DEFINED AND TIME AND ONE-HALF:

“Overtime” is defined as time worked by any employee, with the authorization of the Employer, in excess of forty-eight (48) hours per week. Employees shall be paid at one and one-half times (1.5X) their regular rate for overtime work.

10.02 TIME OFF IN LIEU OF OVERTIME PAY:

In lieu of payment for overtime worked an employee may choose to receive time off at the regular rate, at a time mutually agreed upon by the employee and the Employer. If such time has not been granted or taken within one hundred and twenty (120) calendar days of the overtime being worked, the employee shall be paid at the time and one half (1.5X).

10.03 OVERTIME NOT PAID:

Overtime will not be paid where the employee creates the opportunity to be in an overtime position whether by virtue of a shift trade, inclement weather or other circumstances, unless with the prior approval of the Employer.

ARTICLE 11 - MEALS

11.01 NO COST:

Except for employees working in the Outreach program, employees are required, as part of the program support to participants, to prepare and eat meals with participants and such meals will be at no cost to the employee.

11.02 OTHER:

Employees who, with prior approval of the Employer, are working away from the Centre or a residence at meal time shall be reimbursed, upon presentation of a receipt, for the cost of meals.

ARTICLE 12 - CALL OUT PAY

12.01 TIME WORKED:

When an employee is called for duty outside their regular hours of work, calculation of time worked shall be made from the time the employee arrives at the place of work.

12.02 MINIMUM PAY:

Where an employee receives a call to report for duty after completing their scheduled shift and prior to their next scheduled shift it shall be considered a call out and they shall receive a minimum of three (3) hours pay or pay for actual time worked, whichever is greater. Call out does not apply to additional hours worked which are contiguous with the employee's regular shift.

ARTICLE 13 - HOLIDAYS

13.01 HOLIDAYS:

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 permanent 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
- (13) Any other day included in the Nova Scotia *Labour Standards Code* as a holiday.

13.02 HOLIDAY PAY- FULL TIME:

(a) When the holidays listed in Article 13.01 fall on a full-time employee's scheduled day off, the employee shall receive eight (8) hour's pay or may bank eight (8) hours and take it off at a time mutually agreed by the Employer and the employee.

(b) When a full-time employee attends at work on a regularly scheduled day of work which falls on a holiday listed in Article 13.01, the employee shall receive eight (8) hours regular pay and shall also be paid at the rate of one and one-half times their regular rate (1.5X) for the hours worked. If the employee chooses not to take the premium holiday pay they will instead be permitted to bank eight (8) hours at the straight time rate, to be taken at a time mutually agreed by the Employer and the employee.

13.03 HOLIDAY PAY - PART TIME EMPLOYEES:

(a) Part time employees shall be paid two percent (2%) in excess of the employee's regular pay, in lieu of holidays. The holiday pay shall be banked and paid out to the employee on the last pay in December of each year.

13.03

(b) A part time employee who attends at work on a regularly scheduled day of work which falls on New Year's Day, Heritage Day, Good Friday, Canada Day, Labour Day or Christmas Day shall be paid one and one-half times (1.5X) their regular rate for the time worked on that day in addition to holiday pay set out in 13.03(a) above.

(c) A part time employee who attends at work on a regularly scheduled day of work which falls on Remembrance Day shall be paid at straight time for the hours worked.

13.04 RELIGIOUS EVENTS AND OBSERVANCES:

The Employer will attempt to accommodate an employee's requests for time off for events and observances of religious events. An employee may use time in lieu, vacation time or unpaid leave for such events and observances.

13.05 STAND-BY DURING CHRISTMAS PERIOD:

(a) This Article applies to the holiday period commencing Christmas Eve and ending New Years Day.

(b) (i) A full time employee who is scheduled to work on a Christmas Day, Boxing Day or New Years Day may be assigned to stand-by rather than attend at work for all or part of the holiday shift. Notwithstanding Article 13.03(b), an employee on a stand-by assignment shall be paid the straight time rate for each hour on stand-by.

(ii) Notwithstanding Article 13.03(b), stand-by pay pursuant to 13.05(b)(i) above shall apply to part-time employees for Christmas Day and New Years Day only.

(iii) If the employee is required to return to the workplace, the applicable rate of pay set out in Article 13.02(b) or 13.03(b) shall apply for the time worked.

(c) An employee on stand-by assignment during the Christmas period, on a day that is not a holiday for that employee, shall receive stand-by pay equivalent to one-half (0.5) the employee's regular pay rate for each hour of stand-by. If the employee is required to return to the workplace, the regular rate of pay will apply for the time worked.

(d) To be eligible for stand-by pay pursuant to Article 13.03(b) and (c), the employee must provide the Employer with a telephone number where they can be contacted and the employee must be available to attend at the workplace within thirty (30) minutes of being called to report to work.

(e) No compensation shall be paid for the stand-by period if the employee does not report for duty when called or if the employee cannot be reached.

ARTICLE 14 - VACATIONS

14.01 VACATION YEAR:

The vacation year is defined as January 1st to December 31st.

14.02 VACATION DAY:

A vacation day starts immediately following 12 midnight and ends immediately prior to 12 midnight of the next day.

14.03 VACATION ENTITLEMENT - PROBATIONARY EMPLOYEES:

A probationary employee earns but shall not be granted vacation during the probationary period except at the employer's discretion for exceptional circumstances.

14.04 VACATION ENTITLEMENT - FULL TIME EMPLOYEES:

Full time employees shall accumulate annual vacation in accordance with the following:

- (a) less than three (3) years of service - four percent (4%) of pay credited as vacation pay;
- (b) three (3) years of service but less than ten (10) years of service - six percent (6%) of pay credited as vacation pay;
- (c) ten (10) years of service or more - eight percent (8%) of pay credited as vacation pay.

14.05 VACATION ENTITLEMENT - PART TIME EMPLOYEES:

Part time employees shall accumulate annual vacation in accordance with the following:

- (a) less than eight (8) years of service - four percent (4%) of pay credited as vacation pay;
- (b) eight (8) years or more of service - six percent (6%) of pay credited as vacation pay.

14.06 VACATION ENTITLEMENT - TEMPORARY EMPLOYEES:

Temporary employees shall be paid four percent (4%) vacation pay on each pay and where the temporary position is for six (6) months or greater, shall be entitled to take up to two (2) weeks unpaid vacation leave.

14.07 HOLIDAY IN VACATION PERIOD:

When a holiday specified in Article 11.01 falls within an employee's vacation period that holiday shall not count as a vacation day.

14.08 TIME FOR VACATION:

(a) Individual vacation shall be scheduled through consultation between the employees and the Employer with due consideration being given to the efficient operation of the Employer and the personal desires of employees. An employee shall be entitled to receive their vacation in an unbroken period to a maximum of three (3) weeks. An employee may require that their vacation commence immediately following a day of rest and/or end on the day immediately preceding a day of rest.

(b) If a conflict arises over the scheduling of vacations between two (2) or more employees at the same work location the issue shall be resolved using seniority as the determining factor provided, however, that where an employee takes two (2) or more vacation periods in the vacation year, that employee may only use seniority to determine the issue in their favour once in that vacation year.

(c) Vacation lists shall be circulated by January 1 of the year in which the vacation is to be taken so that employees at the same work location may indicate their preferred dates. The vacation lists shall be returned by employees January 15 and shall be posted by January 31. Employees who do not indicate preferred dates for vacation when the list is circulated will be allocated vacation dates on a first come first served basis and the provision of seniority to resolve conflicts shall not apply unless two (2) or more employees apply at the same time.

14.09 VACATION CARRY OVER:

(a) An employee is required to take two (2) weeks vacation each year. Vacation pay unused at the end of the vacation year shall be paid out or carried over to the following vacation year in accordance with Article 14.09(b) provided that an employee may draw from their vacation pay bank on the first pay in November.

(b) Subject to Article 14.09(a), an employee shall be permitted, upon request to the Executive Director, to carry over up to two percent (2%) worth of vacation to the following fiscal year.

14.10 VACATION PAY USED FOR OTHER REASONS:

An employee may choose to use vacation pay for sick leave, emergency leave, bereavement leave and other leaves where the employee has no accumulated leave to be used for that purpose. Vacation pay may be used by an employee to supplement their pay where the pay will otherwise be less than eighty (80) hours in that pay period.

ARTICLE 15 - SICK LEAVE AND WORKERS' COMPENSATION

15.01 SICK LEAVE ENTITLEMENT:

Each employee shall be entitled to paid special leave when, through sickness, the employee is unable to perform their work for the Employer unless the employee is in receipt of Workers' Compensation benefits. All time absent from work pursuant to this Article 15 shall be deemed to be continuous employment for all purposes unless specifically excepted.

15.02 CERTIFICATES:

(a) Employees absent from work due to illness may be requested to provide a certificate from a health care provider for any period of absence due to illness.

(b) Subject to the duty to accommodate, employees must be fit to perform the duties assigned to them.

15.03 REPORTING ABSENCE AND RETURN:

An employee shall report their absence from work due to sickness as soon as reasonably possible. At this time the employee should, where possible, give an indication as to when they will be able to return to work. An employee taking sick leave shall not be responsible for finding replacement staff. An employee reporting for work after an absence due to sickness shall make a reasonable attempt to notify the office of their supervisor, in advance, when they will be returning to work.

15.04 JOB PROTECTION WHILE ILL:

When an employee has no special leave or other leave which they may use in lieu, and is unable to work due to sickness, they shall retain the right to their position for twelve (12) months from the expiry of the leave after which the Employer shall declare the position vacant and fill it in the normal manner.

15.05 INJURY ON DUTY:

When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform their duties, the Employer shall grant the employee leave in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 UNION LEAVE:

(a) The Employer, upon reasonable notice from the Union and when operational requirements permit, shall grant leave of absence without loss of pay for the use of Union members when they are delegated by the Union, to attend to Union business, including up to three (3) employees who are members of the union negotiating committee. The Employer shall, within thirty (30) calendar days, bill the Union for those members' pay at straight time. The Union shall reimburse the Employer within thirty (30) calendar days of having received the bill.

(b) Upon reasonable notice by the Union, the Employer shall grant leave of absence to any employee for the purpose of working for the Union or for any organization with which the Union is affiliated. The Employer, at the request of the Union, shall continue the member's pay and shall bill the Union for the member's pay and shall, at least monthly, bill the Union for the member's pay at straight time. The Union shall reimburse the Employer within thirty (30) calendar days of having received the bill. The Employer shall receive two (2) weeks notice of the member's intent to return to work.

(c) "Pay" includes all compensation, benefits and pension to which an employee is entitled while at work excluding premium pay. All seniority and service shall continue to accrue while an employee is on Union leave and an employee on Union leave shall remain entitled to all rights and privileges provided by this collective agreement.

(d) Requests for Union leave shall, whenever possible, be made in writing and such requests shall not be unreasonably refused.

16.02 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION, JOINT MEETINGS AND ARBITRATION:

Any employee who is appointed by the Union to attend to the processing of any matter pursuant to the grievance procedure or to attend meetings arising from the administration or application of this collective agreement, meetings of joint concern to the Union and the Employer, mediation, arbitration or court proceedings, shall, subject to operational requirements, be granted a leave of absence, subject to operational requirements, without loss of pay to attend to such Union business for any time during working hours and for the entire shift if the matter takes more than three (3) hours outside of the employee's regular working hours. An employee shall not be entitled to overtime payments for time spent outside regular working hours. The Union shall reimburse the Employer for such payment within thirty (30) days.

16.03 SPECIAL LEAVE:

(a) Employees shall accumulate special leave at the rate of six decimal six seven five (6.675) hours per one hundred and seventy-three decimal three (173.3) paid hours, to a maximum of eighty (80) hours per year, commencing January 1 of each year. Special leave entitlement shall be reduced by the amount of time an employee is absent and in receipt of special leave pay. Special leave will not be carried forward to the next year and, in the event there is a surplus of special leave remaining at the last full pay period in December, the employee will be paid out fifty percent (50%) of the surplus at their regular rate of pay. Special leave may be taken for illness and bereavement as required by the employee. Where an employee seeks to schedule special leave 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.

(b) The Employer may advance special leave days to an employee prior to the employee accumulating same. In the event an employee does not have sufficient accumulation of special leave and has been advanced special leave which is outstanding at the time of resignation, layoff, termination or other leave, the employee shall be responsible to reimburse the Employer for the amount of special leave advanced to the employee which did not accrue to them 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.

(c) Without prejudice or precedent, employees may, upon request, be granted further special leave with or without pay at the discretion of the Employer.

16.04 LEAVE FOR JURY OR WITNESS DUTY:

(a) The Employer shall grant leave of absence with pay for any employee required to appear for jury selection or to serve on a jury.

(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 their 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 any fees not being expenses which the employee receives for such appearances.

16.05 COMPASSIONATE LEAVE:

The Employer shall grant compassionate care leave in accordance with the provisions of the *Labour Standards Code* of Nova Scotia and may grant more time if requested by an employee.

16.06 POST SECONDARY EDUCATION LEAVE:

Subject to operational requirements, the Employer shall grant unpaid leave to an employee who is furthering their post secondary education, whether or not the education is related to the work of the Employer. Post Secondary education leave may be for any period of time up to one (1) year and may be renewed.

ARTICLE 17 - PREGNANCY LEAVE AND PARENTAL LEAVE

17.01 PREGNANCY LEAVE:

- (a) Employees shall be granted pregnancy leave in accordance with the provisions of this collective agreement or in accordance with the provisions the *Labour Standards Code* of the Province of Nova Scotia, whichever are greater.
- (b) An employee shall, no later than the fifth month of pregnancy, forward to the Employer a written notice that they will be taking pregnancy leave.
- (c) Where the notice required under Article 15.01(b) is not possible the employee will provide the Employer as much notice as reasonably practicable of the date the employee intends to commence leave.
- (d) The Employer may request a certificate from the employee's legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (e) Pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery and no later than the date of delivery.
- (f) Pregnancy leave shall end on such date as the employee determines, but no later than seventeen (17) weeks following the date of delivery and no sooner than one (1) week after the date of delivery.

17.02 NO TERMINATION:

The Employer shall not terminate the employment of an employee because of their pregnancy or because of their leave.

17.03 EARLY LEAVE OF ABSENCE:

The Employer may require that an employee begin a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant employee or the performance of the employee's work is materially affected by their pregnancy and, in either case, they cannot be accommodated. Prior to making any determination with respect to the employee's ability to perform their duties, the Employer shall notify the employee of its concerns and provide the employee with the opportunity to provide evidence that they can perform their work.

17.04 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.

17.05 PARENTAL LEAVE:

Employees shall be granted parental leave in accordance with the provisions of this collective agreement or in accordance with the provisions of the *Labour Standards Code* of the Province of Nova Scotia, whichever are greater.

17.06 PARENTAL LEAVE - BIRTH:

(a) The parental leave of an employee who has taken pregnancy leave and whose newborn child arrives in the employee's home during the pregnancy leave shall begin immediately upon completion of the pregnancy leave, without the employee returning to work and shall end not later than sixty-one (61) weeks after the parental leave began, as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which leave will end.

(b) The parental leave for an employee who becomes a parent through the birth of a child, other than a parent for whom provision is made in Article 17.06(a), shall begin on a date coinciding with or after the birth of the child, as the employee determines, and shall end not later than sixty-one (61) weeks after the parental leave began, as determined by the employee, and, in any case, no later than seventy-eight (78) weeks after the child first arrived in the employee's home.

17.07 PARENTAL LEAVE - ADOPTION:

An employee who becomes a parent of a child through the placement of the child in the care of the employee for the purpose of adoption of the child is entitled to an unpaid leave of absence of up to sixty-one (61) weeks. This leave shall begin on a date coinciding with the arrival of the child in the employee's home and shall end not later than sixty-one (61) weeks after the leave began, as determined by the employee.

17.08 PREGNANCY AND PARENTAL LEAVE DEFERRAL:

If an employee is entitled to pregnancy or parental leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from hospital. In such a case, the employee will advise the Employer of the anticipated duration of the deferral and their availability to work.

17.09 RETURN TO WORK:

Upon the expiration of pregnancy or parental leave an employee shall be entitled to return to the position they last held prior to commencing leave. Notwithstanding the foregoing, if the employee has been the successful applicant for another job they shall return to that job. If the job to which the employee is entitled to return no longer exists, the employee shall return to a comparable position with not less than the same wages and benefits, with no loss of benefits accrued.

17.10 SERVICE:

Service shall be deemed to be continuous for leave under this Article. 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.

17.11 BENEFIT PLAN CONTINUATION:

While an employee is on pregnancy or parental leave they shall be entitled to continue participation in eligible benefit plans provided they make arrangements to pay their share of the benefit premiums for the period of the leave.

ARTICLE 18 - GROUP INSURANCE BENEFITS AND GROUP REGISTERED RETIREMENT SAVINGS PLAN

18.01 GROUP INSURANCE BENEFITS:

(a) The Employer and all permanent full time and permanent part time employees shall join in the cost of the following insurance plans:

- Health (including vision care)
- Dental
- Accidental Death and Dismemberment
- Life Insurance
- Long Term Disability, subject to implementation and costing as noted below.

(b) 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 insurance plan in order to be eligible for benefits under the group insurance plan. The Employer will not initiate changes to plan benefits without discussion with the Union. 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.

18.02 PARTICIPATION IN THE PLAN:

Employees shall commence participation in this plan and in accordance with the provisions of the plan.

18.03 COST SHARING:

(a) The Employer and the employee shall cost share on a fifty-fifty (50/50) basis the premiums for life insurance, accidental death and dismemberment insurance, health insurance and dental insurance benefits.

(b) Premiums for the long term disability insurance plan shall be paid fully by the employee.

18.04 UNPAID LEAVE:

An employee who is on an unpaid leave of absence shall be entitled to continue participation in the benefits plans provided:

- (i) the plan provider approves the continued participation;
- (ii) the employee reimburses the Employer for both the Employer and employee portions of the premiums; and
- (iii) the employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan

provider.

18.05 BENEFITS COMMITTEE:

The Labour- Management Committee shall also serve as a Benefits Committee. The Employer will keep the committee updated with matters relating to benefits administration including plan experience updates, policy updates and renewal information.

18.06 GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP):

Each employee shall participate in the Group Registered Retirement Savings Plan (RRSP) and the Employer and the employee shall each contribute five percent (5%) of straight time earnings into the RRSP. **Effective first full pay period following signing** the Employer and employee shall each **contribute six percent (6%) of straight time earnings into the RRSP, and will increase effective March 31, 2023, to seven percent (7 %).**

ARTICLE 19 - LABOUR/MANAGEMENT COMMITTEE

19.01 ESTABLISHMENT:

There shall be a Labour/Management Committee (LMC) so that the Employer and the Union may consult on workplace matters and to further the interests of improved service to the participants. The LMC shall be made up of two (2) members appointed by the Union and two (2) members appointed by the Employer.

19.02 MEETINGS:

The LMC shall meet at least once every two (2) months and shall meet more frequently at the request of either party.

19.03 JURISDICTION:

The LMC shall not have jurisdiction over matters relating to collective bargaining or grievances. The LMC may make recommendations to the Union and to the Employer.

19.04 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE:

The LMC shall also act as the Occupational Health and Safety Committee.

19.05 PAY:

LMC members shall suffer no loss of pay or benefits for attendance at committee meetings.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.01 GRIEVANCE:

(a) Employees are encouraged to first discuss complaints with their immediate supervisor and to only file a grievance if satisfaction is not obtained. This process is not mandatory.

(b) If an employee believes they have been treated unjustly or considers themselves aggrieved by any action or lack of action of the Employer or that there has been a violation of the collective agreement or if unjust discipline is alleged or if a question or difference arises between the parties to the collective agreement concerning the application, administration, interpretation or meaning of any provision of the collective agreement or any legislation which applies to members of the bargaining unit, a grievance may be filed. No grievance may be settled or withdrawn without the proper consent and authority of the Union.

20.02 GROUP GRIEVANCE:

If more than one (1) employee has the same or similar complaint, those employees may submit a single grievance containing all of their names and complaints.

20.03 UNION OR EMPLOYER GRIEVANCE:

Where either party to this collective agreement disputes the general application, interpretation or alleged violation of an Article this collective 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 as a policy grievance.

20.04 EMPLOYEE AT MEETINGS:

At any meeting between the Union and the Employer to discuss a grievance, the employee may choose to attend.

20.05 NO DISCUSSION WITH EMPLOYEE:

Once a grievance has been filed by or with respect to an employee, no representative of the Employer will discuss the matter or anything touching on the matter with the employee unless a designated Union representative is present.

20.06 PROCEDURE:

STEP 1:

The employee or the Union shall, within ten (10) working days of the event giving rise to the grievance or knowledge thereof, present the grievance in writing to the Executive Director. The Executive Director shall respond in writing to the Union within ten (10) working days of receipt of the grievance.

20.06

STEP 2:

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 on which the Union should have received a reply from the Employer.

20.07 ARBITRATION:

- (a) When a matter is referred to arbitration, a sole Arbitrator shall be selected as follows:
 - (i) The party referring the matter shall notify the other party of its intention to refer the matter to arbitration and shall name at least one (1) person to act as sole Arbitrator.
 - (ii) Within seven (7) calendar days after receiving such notice the other party shall agree to one (1) of the persons nominated for sole Arbitrator or name at least one (1) alternative person to act as sole Arbitrator.
 - (iii) If either party fails to nominate a person as sole Arbitrator or if the parties cannot agree on a person to act as sole Arbitrator, either party may serve notice in writing that it intends to request the Minister of Labour for Nova Scotia to name a sole Arbitrator and at the same time may make such request to the Minister.

- (b) Either party may, within ten (10) calendar days of a referral to arbitration, require that an Arbitration Board be appointed in place of a sole Arbitrator. An Arbitration Board shall be appointed in the following manner.
 - (i) The party requesting an Arbitration Board shall name its appointee at the same time.
 - (ii) Within seven (7) calendar days the other party shall name its nominee.
 - (iii) The appointees shall mutually agree upon a Chairperson.
 - (iv) If either party fails to name an appointee or if the appointees cannot agree on a Chairperson, either party may serve notice in writing that it intends to request the Minister of Labour for Nova Scotia to name the Chairperson and at the same time may make such a request to the Minister.

20.08 PROPER PROCEDURE:

- (a) If a grievance is not processed within the time limits set out in this agreement, the grievance shall be deemed to have been abandoned and cannot be reopened.

- (b) 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.

- (c) At every stage of the grievance procedure at which a written reply is required, the Employer shall send a copy to the Union's Business Agent or their designate and the Union shall send replies to the Executive Director. The parties agree that grievances, complaints and responses may be delivered to the receiving party personally, through their agent, sent by regular mail or sent by electronic mail or by facsimile transmission where such is available to both parties.

20.09 DEFINITION - "KNOWLEDGE THEREOF":

"knowledge thereof" in this Article 20 means the date on which the grievor(s) (employee(s), Union or Employer) could reasonably be expected to have knowledge of the event or omission which gave rise to the grievance.

20.10 POWERS OF ARBITRATOR:

The decision of the arbitrator or arbitration board shall be binding, final and enforceable on the parties. The arbitrator or arbitration board shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable, however, the arbitrator or arbitration board shall not have the power to change, alter, modify or amend any of the provisions of this collective agreement.

20.11 CLARIFICATION OF AWARD:

If the parties disagree as to the meaning of the award, either party may apply to the Arbitrator or to the Arbitration Board to reconvene to clarify the decision.

20.12 COSTS OF ARBITRATION:

Each party shall be responsible for one-half the fees and expenses of the Arbitrator after any portion paid by the Department of Labour or other agency is deducted and the full costs of that party's appointee to an Arbitration Board.

ARTICLE 21 - TERM OF AGREEMENT, AMENDMENTS AND RETROACTIVITY

21.01 EFFECTIVE DATES:

This collective agreement shall be effective from April 1, 2019 to March 31, 2023 inclusive.

21.02 EXTENSION OF TERM:

This Collective Agreement shall expire on the date of expiry set out in Article 24.01 and shall be re-negotiated unless the parties agree in writing to an extension of the term. Notwithstanding the expiry date, the collective agreement shall remain in full force and effect until the parties reach agreement on a new collective agreement or are in a position to strike or lock out as determined by the *Trade Union Act*.

21.03 AMENDMENTS TO COLLECTIVE AGREEMENT:

This agreement may be amended at any time during its term provided the parties agree in writing to the amendment(s), at which time such amendment(s) shall become part of this collective agreement.

21.04 RETROACTIVITY:

It is agreed that there shall be no retroactive effect given to any clause of this collective agreement or matter arising between the parties prior to the signing date except as provided by Appendix “A” with respect to wages.

SIGNED, SEALED AND DELIVERED IN DUPLICATE:

on this _____ day of _____, 2022

in the presence of:

**Nova Scotia Union of Public and Private Employees
(NSUPE Local 15)**

WITNESS

NSUPE Local 15

WITNESS

NSUPE Local 15

**Homes for Independent Living
(Nova Scotia)**

WITNESS

CHAIRPERSON

WITNESS

SECRETARY

APPENDIX "A"

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PAY

A.01 HOURLY:

Life Skills Coach

At Signing	April 1, 2019	March 31, 2020	April 1, 2020	March 31, 2021	April 1, 2021	April 1, 2022
\$19.54	Increase 1.5% \$19.83	Increase 0.5% \$19.93	Increase 1.5% \$20.23	Increase 0.5% 20.33	Increase 1.5% \$20.64	Increase 1.5% \$20.95

A.02 CONTINUANCE OF FUNDING:

It is agreed that the wage commitment by the Employer is conditional upon the Employer receiving the necessary funds from its government funding authority or some other eligible source, to meet the wage increases. Should the funding not be available or should it be discontinued, the collective agreement will be re-opened for negotiation of wage rates. The Union and employees agree that, in the absence of fraud, serious negligence or criminal activity, the Board and management of HIL shall not be held personally liable in the event funding is not made available or is discontinued.

A.03 ADDITIONAL FUNDING:

It is agreed that should the Employer receive additional funding or receive a commitment to same, which is designated for wages or which can be allocated for wages, the Employer shall allocate that funding, at the earliest possible time, for wages in accordance with the instructions of the funding body or, in the absence of such instructions, by increasing the wage rates set out above.

A.04 WAGES IN EXCESS OF SETTLEMENT:

Any wage settlement that applies to unionized adult service centres in the province of Nova Scotia for the period from April 1, 2019 to March 31, 2023, if in excess of the wage settlement in this Agreement, will be applied to this Agreement.

MEMORANDUM OF UNDERSTANDING – PART TIME POSITIONS:

1. The parties recognize that there are two (2) existing part time positions that are presently excluded from the bargaining unit on the basis that they are not regularly scheduled to work twenty (20) hours in each bi-weekly period.
2. The parties acknowledge that the referenced positions regularly work on average twenty (20) or more hours bi-weekly.
3. On the basis of the above, the parties agree to recognize the two (2) positions as Permanent Part Time with all the rights and privileges of the collective agreement save and except the following:
 - a. the positions shall not be eligible for the 2% holiday pay in Article 13.03(a);
 - b. the positions shall not be eligible for the special leave pursuant to Article 16.03; and
 - c. the positions shall not be eligible for insured benefits and RRSPs in Article 18.
4. This memorandum of agreement shall be effective as of the first full pay period following signing of the collective agreement.

Dated this ____ day of _____, 2022:

Nova Scotia Union of Public and Private Employees:

_____ Witness	_____ NSUPE Local 15
_____ Witness	_____ NSUPE Local 15

Homes for Independent Living (NS):

_____ Witness	_____ Chairperson
_____ Witness	_____ Secretary