

**NSUPE Local 16 & CWA – Collective Agreement – April 1, 2024 – March 31, 2027**

**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, 2027**

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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 participant, and consistent with the principles and philosophy of the organization. As we roll out the recommendations of the remedy, participant choice will be taken into consideration.

## 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 participant 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, sick 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, Sick Leave, Group Insurance Benefits and Pension Plan do not apply to Casual Employees. Casual employees may be hired as term employees and Article 1.01(s) shall apply.
- (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 their job, has access to confidential information related to labour relations as defined by the *Trade Union Act*, and including but not limited to the administrative staff and the bookkeeper.
- (f) "Day" means a calendar day, except when granting a sick 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 sick 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 sick leave for that day, 1.5 leave days or twelve (12) hours shall be deducted from their sick 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.
- (g) “Employer” means the not for profit society incorporated pursuant to the *Societies*

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*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 or until the government grant is completed (whichever is sooner), and is supported by a letter of concurrence. At the end of the term, the employment of the Grant Employee comes to an end.
- (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.

- (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 Sick Leave. However, a Full Time Employee or a Part Time Employee posted to or assigned to a Term Position retains all the rights of their former position.
  - (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.

**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.

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 gender 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 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, they have 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 their 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 participant harassment

- 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, participants 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 their 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 they 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 participants 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 their 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 they are a Full-Time Employee, a Part-Time Employee, a Probationary Employee, a Term Employee or a Casual Employee and the deductions made on their 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. Participant 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 their duties to the Employer. An advocate will report to their 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 their 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 them for the purpose of investigation, potential discipline, discipline, including dismissal, and the Employer or representative shall inform the Employee of this right and if the Employee exercises the right, give them 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 within a reasonable time frame. This shall not preclude the right of the Employer to suspend pending investigation until a representative is available. Employee disciplinary meetings will normally be conducted during scheduled hours of work. In the event that an employee attends a disciplinary meeting immediately before or after their scheduled work shift, the employee will be paid at straight time for the duration of the meeting. For greater certainty, call-in pay pursuant to Article 13.08 will not apply and such meetings will not attract overtime pursuant to Article 13.03.

**ARTICLE 9: PROBATIONARY PERIOD**

- 9.01 All Full-Time Employees shall serve a probationary period of 480 hours. All Part-Time Employees shall serve a probationary period of 480 hours 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, beyond 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 480 hours for Full-Time Employees or 480 hours 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 endeavour to 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.
- (c) New employees will be evaluated throughout the probationary period and will be subject to one (1) formal evaluation review. The purpose of this evaluation is to [to assess](#) the suitability of the Employee’s performance and conduct and ensure the new employee is exceling during the probationary period.
- 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. If an employee moves to another position within the same classification during the probationary period, the probationary period will continue from the date of hire.
- 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 participant care;
  - (b) theft of property from a participant, 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 participants that results in adverse consequences to the participant or results in public exposure of the participant or participant’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 their 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 they have 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.

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- 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.
- 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 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, 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 them at the time of the suspension or discharge, notice will be deemed as given to the Union.
- 10.08 Where an Employee alleges that they have been suspended or discharged contrary to Article 10.01, they 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 they believe to be abuse of a participant. The Union agrees that it will not initiate discipline against a member who in good faith reports what they believe to be abuse of a participant.
- 10.12 (a) The discipline record of an employee shall not be used against them 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-eighty (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 them 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. Preference will be given to qualified internal candidates over external candidates. 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 participant 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 320 hours 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, they shall be returned to their former or a similar position and salary without loss of Seniority or other benefits. If the successful external candidate proves unsatisfactory, they 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 their 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 The union and Employer acknowledge that gender preference may be stipulated by the participant as an acceptable practice for matters involving personal hygiene where appropriate to meet their needs.

## **RESIGNATION**

11.06 If an Employee desires to terminate their employment, they shall endeavour to forward a letter of resignation to the Executive Director one (1) month prior to the effective date of termination, and not less than 2 weeks 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 they 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 they have 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 their bumping rights, they shall make their 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 their 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 employee has the ability to do the job.

- 11.09 An Employee on layoff shall be responsible for providing the Employer with their 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 their 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 they 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 their 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, participants 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 their consent except in emergency or extraordinary circumstances.

#### **TRAINING**

- 11.16 If an Employee has not worked in a specific residence for a period of four (4) months or

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more the Employee may work at least one (1) three (3) hour familiarization period at the Employee's discretion. Training shall be conducted by a regular full time or regular part time employee.

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.

11.18 It shall be the responsibility of new employees to obtain all Core Standards required for their position. Conway Workshop shall cover all costs of Training, provided that in the event the employee resigns or is terminated for cause within 1 year, the employee will be required to repay the cost of training which may be deducted from their final pay.

**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. The work schedule shall include training.
- 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.
- (c) Provided it does not attract overtime pay, Part-time Employees shall be offered available shifts or extra hours up to 80 hours in a pay period 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 themselves to the Employer on a quarterly basis indicating what shift the employee is prepared to work (the “Extra Shifts List”). The Employer will offer work under this Article on a rotating basis based upon the Extra Shifts List. If an Employee refuses three shifts during a quarter, they will be removed from the Extra Shifts List for the remainder of the quarter.

Notwithstanding, the above, vacancies within 48 hours shall be filled at management’s discretion, including by Casual Employees in accordance with article 1.01(c).

- 12.05 Regular staff meetings will be held, and Employees will be expected to make best efforts to attend staff meetings (except staff on vacation or approved leave of absence). The Employer shall provide an option for staff to attend virtually for employees on their days off.
- 12.06 In order to ensure that patient care is paramount, Employees on shift shall not leave the workplace until relieved by another employee or authorized to do so by a Supervisor,

Manager or designate.

If an employee is required to stay 15 minutes or less beyond the end of their scheduled shift, the additional time worked will be paid at straight time, unless the employee otherwise qualifies for overtime pursuant to Article 13. However, in the event an employee is required to stay more than 15 minutes beyond the end of their scheduled shift, overtime will be paid at a rate of 1.5x the hourly wage rate for all excess time beyond the end of their scheduled shift.

12.07 Casual Employees who have not accepted a shift with the Employer within a 6-month period shall be subject to termination at the sole discretion of the Employer.

12.08 Where an Employee is scheduled to report to work, receives a call to report for duty after completing their scheduled work and prior to their next scheduled work or is required to attend training or staff meetings they 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 their shift. In the event an employee is scheduled or required to report for work as stated previously within this article, Article 13 shall apply.

**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 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).
- 13.03 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.
- 13.04 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 sick leave may be taken before time off in lieu of Overtime has been used.
- 13.05 An Employee must work at least fifteen (15) minutes beyond their normal shift before being eligible for Overtime compensation.
- 13.06 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.
- 13.07 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 In the event that an Employee uses their own vehicle for work purposes, authorization must be obtained in advance from management, which shall be contingent upon the Employee providing proof of liability insurance in accordance with applicable Nova Scotia standards.
- Mileage will be paid for all vehicle use in the event an employee is asked to use their personal vehicle beyond 5km per trip.
- 14.04 All employees who are required by their employment to transport residents are required to have a Class 4 License in order to operate vans that are the property of Conway Workshop Association.
- (a) Conway Workshop Association will take responsibility for one hundred (100) percent of the cost of licensing, medical examinations, and eye examinations.
- (b) Employees shall obtain their Class 4 license as soon as reasonably possible but no later than 30 days after the end of their probationary period. However if the Class 4 License is necessary for the employee to fulfill their duties during the time frames previously mentioned in this article then the employee shall obtain their license promptly in order to perform the duties required by the employer.

**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 they are 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 their 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 their last pay.
- (c) An error in pay shorting an employee \$50.00 or more will be corrected by providing a separate cheque to the employee within 5 business days.
- 15.03 The employer shall provide a pay stub with each bi-weekly pay period and the pay stub shall include hours worked, overtime hours worked any and all deductions, and vacation owed or accumulated. Sick leave reports will be provided to employees April 1, September 1 and January 1 of each year.

**ARTICLE 16: VACATION**

- 16.01 The vacation year shall be April 1<sup>st</sup> to March 31<sup>st</sup> 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 earn an annual Vacation in accordance with the following, which shall be accrued on a bi-weekly basis:
- (a) In the first calendar year of employment, the Employee shall be entitled to earn 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 earn 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 earn 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 earn 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 earn 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 earn two hundred and forty (240) hours with pay.
- 16.04 Part-Time Employees shall receive an annual Vacation in accordance with the following, which shall be accrued on a bi-weekly basis:
- (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

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Part-time Employee shall be entitled to eight percent (8%) of the hours paid straight time rate.

- (b) A Part-Time Employee may require that their Vacation entitlement be paid on each pay or they 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 their vacation time up to forty (40) hours and take a paid vacation.
  - (c) Where a Part-time Employee opts to have their vacation paid out on each pay or in lump sums pursuant to Article 16.04(b), they will be permitted to take unpaid vacation leave commensurate with their 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 participants will be the paramount consideration in the scheduling of Vacation.
- (b) Employees must submit their Vacation leave requests in writing. Requests made prior to March 31<sup>st</sup> for summer vacation will be responded to by April 30<sup>th</sup>. Requests made prior to September 01 for Christmas vacation will be responded to by October 01<sup>st</sup>. For Summer Vacation requests made after March 31<sup>st</sup>, and Christmas vacation requests made after September 1<sup>st</sup>, Seniority will not be considered in approving Vacation leave requests. Management will make best efforts to respond to vacation requests prior to March 31<sup>st</sup> and September 01<sup>st</sup>, that don't involve a request for summer or Christmas vacation within 14 calendar days of the request. 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.
  - (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 their Vacation preference as soon as possible for the following vacation Year but before March 31<sup>st</sup> in each year.
  - (d) An Employee, upon their separation from the Employer, shall be compensated for accrued and unused vacation leave remaining in their vacation time bank up to the date of termination.
  - (e) 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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- (f) 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 up to 40 hours. Notification to carry over entitlement shall be made in writing by the Employee to the Executive Director or designate not later than March 1st.
  
- (g) For the holiday season, the Employer will post a schedule by November 15 to allow employees to indicate their preference for shifts over the holiday season. Seniority will be taken into account in accommodating employee preferences, subject to operational requirements. Management will make best efforts to ensure equitable treatment of holidays among staff.

**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. Truth and Reconciliation Day
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. 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 their regular rate plus one-half (1/2) their 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
- (b) Pay the Employee their 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) Truth and Reconciliation Day
- (g) 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 they would otherwise have received for that Holiday and at a rate of one and one-half (1.5) times their regular rate of pay for the time worked by them 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, they 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: SICK LEAVE**

- 18.01 Employees shall accumulate twelve (12) sick leave Days per Year, at a rate of eight (8) hours per month of employment, commencing April 1 of each year. Leave Days may be accumulated to a maximum of one hundred ninety two (192) hours or the Employee may choose to be paid out the surplus, at their regular rate of pay on March 31. Leave Days may be taken for illness and personal or family appointments as required by the Employee.
- 18.02 Sick leave credits accumulate when an Employee is on approved leave with pay. The Employer may advance sick leave to the Employee prior to the Employee accumulating the same. In the event an Employee does not have sufficient accumulation of sick leave credits, and has been advanced sick 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 sick leave Days advanced to the Employee, which did not accrue to them in the months worked. The Employer may deduct the advanced sick 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 sick 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 sick 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 sick 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) working days. Immediate family is defined as grandparent, father, father in law, mother, mother in law, legal guardian, brother, sister, spouse (including common-law spouse), child of the Employee, child of the spouse and any dependent to which an employee is legal guardian to. In the event of a death of an aunt or uncle, an employee shall be entitled to leave with pay for three (3) working days. Bereavement leave shall be in addition to any entitlement to Sick Leave.

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

**19.01 LEAVE PURSUANT TO LABOUR STANDARDS CODE**

Except where there is a greater entitlement pursuant to this collective agreement, employees will receive all leaves provided through the Nova Scotia *Labour Standards Code*, including:

- (1) Reservist leave
- (2) Critically ill child care leave
- (3) Critically ill adult care leave;
- (4) Crime-related child death or disappearance leave;
- (5) Emergency leave where an emergency has been declared pursuant to legislation;
- (6) Leave for victims of domestic violence;
- (7) Pregnancy leave; and
- (8) Parental leave.

**19.02 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.

**19.03 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.

**19.04 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 they are 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.

### **19.05 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.

### **19.06 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.

### **19.07 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 they 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.

#### **19.08 SERVICE:**

Service shall be deemed to be continuous for leave under this Article 19. For clarity, benefits based on Service, such as sick 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.

#### **19.09 CHANGE IN NOTICE OF RETURN:**

In the event an Employee determines they 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.

#### **19.10 COURT LEAVE**

19.10 (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 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 fees not being expenses which the Employees receives for such appearances.

#### **19.11 COMPASSIONATE CARE LEAVE**

19.11 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 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 includes watches, glasses and clothing, and a vehicle where a participant 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 meals with participants.
- 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 they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer shall, within five (5) working days, first discuss the matter with their 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 they have 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 Assistant Director. If the Union does not receive satisfactory settlement within ten (10) working days from the date on which the grievance was presented at Step One, 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 Director.

If the Union does not receive a reply, or satisfactory settlement of their grievance from the Director at Step Two as the second level in the grievance process within ten (10) working days from the date on which their 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 their grievance in writing to the CEO or designate.

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 they 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 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.
- 22.09
- (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.

- 22.10 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.
- 22.11 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.
- 22.12 (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 they:
- (a) are discharged for just cause and is not reinstated
  - (b) resigns, or leaves of their own accord
  - (c) accepts a permanent position outside of the bargaining unit in accordance with 24.06
  - (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 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 the Probationary Period, in accordance with the provisions of the plan.

(a) If a member has coverage from another source, they may opt out of the Benefit Coverage from Conway, subject to the terms of the Plan and the employee providing information showing proof of the other coverage.

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 seven percent (7%) as of March 31, 2024, seven and a half (7.5%) as of April 1, 2025, and eight (8%) as of April 1, 2026 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 a minimum of five percent (5%) and alternatively six percent (6%) effective April 01, 2021 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.

**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, 2021 to March 31, 2024.
- 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, 2021 to March 31, 2024, 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 their regular wages and shall receive their 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.

**ARTICLE 32: EMPLOYEE FILE**

- 32.01** (a) There shall be one (1) official personnel file for each employee.
- (b) No warnings or disciplinary action will be placed on an employee's file without the employee and the Union being provided with a copy in a timely manner and the Employer agrees not to subsequently 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 or criticism.
- (c) An Employee shall have the right to make an appointment with their supervisor to see their 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 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 Union's expense. The Employee shall not remove anything from the file.
- (d) An Employee shall be permitted to insert, into the file, any documentation concerning commendation or meritorious conduct.
- (e) A copy of all evaluations, written assessment, warnings and discipline shall be given to the employee in a timely manner. The employee shall then have an opportunity to object, comment or respond in writing and the response shall be put on the employee's file.

An Employee may respond to anything in the employee's file within 14 days of the document being placed in the file, and the response shall be put on the file.

**32.02** The Employer and Union agree that, where a regular full-time employee is within five (5) years of the normal retirement age and requests to share their full-time position in advance of retirement age and requests to share their full-time position in advance of retirement, the following procedure will apply:

- (a) The full-time employee may request to share or divide their full-time hours with another employee, including a casual employee.
- (b) It shall be the responsibility of the employee requesting a job-sharing arrangement to find an employee willing to share their full-time hours.
- (c) Participation in a job-sharing arrangement shall be limited to employees who have completed their probationary period and are determined to be qualified and capable of undertaking the work for the position.
- (d) Management may approve the job-sharing request, subject to operational requirements. Where a job-sharing request is approved, the Employer will prepare a letter covering the terms and conditions of the job-sharing arrangement.

- (e) Job-sharing arrangements shall be limited to a maximum period of two (2) years, following which the employee may re-apply for a subsequent job-sharing arrangement pursuant to this Article.
- (f) Wages shall be paid in accordance with the weekly hours worked under the job-sharing arrangement.
- (g) Regular full-time employees will have their benefits prorated according to the number of hours worked under the job-sharing arrangement.
- (h) The termination of a job-sharing arrangement shall require consultation between the relevant employees, the Employer and the Union, and 30 days' notice, unless otherwise agreed by all parties.

### **ARTICLE 33: RETIREMENT PHASE-IN**

The Employer and Union agree that, where a regular full-time employee is within five (5) years of the normal retirement age and requests to share their full-time position in advance of retirement, the following procedure will apply:

- (a) The full-time employee may request to share or divide their full-time hours with another employee, including a casual employee.
- (b) It shall be the responsibility of the employee requesting a job-sharing arrangement to find an employee willing to share their full-time hours.
- (c) Participation in a job-sharing arrangement shall be limited to employees who have completed their probationary period and are determined to be qualified and capable of undertaking the work for the position.
- (d) Management may approve the job-sharing request, subject to operational requirements. Where a job-sharing request is approved, the Employer will prepare a letter covering the terms and conditions of the job-sharing arrangement.
- (e) Job-sharing arrangements shall be limited to a maximum period of two (2) years, following which the employee may re-apply for a subsequent job-sharing arrangement pursuant to this Article.
- (f) Wages shall be paid in accordance with the weekly hours worked under the job-sharing arrangement.
- (g) Regular full-time employees will have their benefits prorated according to the number of hours worked under the job-sharing arrangement.
- (h) The termination of a job-sharing arrangement shall require consultation between the relevant employees, the Employer and the Union, and 30 days' notice, unless otherwise agreed by all parties.

DATED AT Digby, in the Province of Nova Scotia, on this      day of                      2025.

Signed on behalf of the NSUPE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President, NSUPE Local 16

\_\_\_\_\_  
Secretary, NSUPE Local 16

DATED AT Digby, in the Province of Nova Scotia, on this      day of                      2025

Signed on behalf of the Employer:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joanne Frost-Trimper  
Executive Director

\_\_\_\_\_  
Joyce D’Entremont  
CEO

**SCHEDULE “A”**

**WAGE PACKAGE**

All active Employees working as Vocational Instructors and Residential Instructors 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 and Residential Instructors will receive an annualized salary as follows:

	<b>April 1,2024</b>	<b>April 1,2025</b>	<b>April 1,2026</b>
<b>Step 1</b>	<b>\$48,331</b>	<b>\$49,297</b>	<b>\$50,283</b>
<b>Step 2</b>	<b>\$49,317</b>	<b>\$50,304</b>	<b>\$51,310</b>
<b>Step 3</b>	<b>\$50,325</b>	<b>\$51,331</b>	<b>\$52,358</b>
<b>Step 4</b>	<b>\$51,352</b>	<b>\$52,379</b>	<b>\$53,426</b>
<b>Step 5</b>	<b>\$52,399</b>	<b>\$53,447</b>	<b>\$54,516</b>

2. Part -Time Hourly Wages

	<b>April 1,2024</b>	<b>April 1,2025</b>	<b>April 1,2026</b>
<b>Step 1</b>	<b>\$23.24</b>	<b>\$23.70</b>	<b>\$24.17</b>
<b>Step 2</b>	<b>\$23.71</b>	<b>\$24.18</b>	<b>\$24.67</b>
<b>Step 3</b>	<b>\$24.19</b>	<b>\$24.68</b>	<b>\$25.17</b>
<b>Step 4</b>	<b>\$24.69</b>	<b>\$25.18</b>	<b>\$25.69</b>
<b>Step 5</b>	<b>\$25.19</b>	<b>\$25.70</b>	<b>\$26.21</b>

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 \$3.50 an hour (effective the date of ratification) until March 31, 2025 and \$4.00 an hour effective April 1, 2025 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 \$3.50 an hour (effective the date of ratification) until March 31, 2025 and \$4.00 an hour effective April 1, 2025 for all regular hours worked

between midnight Friday and midnight Sunday.

Licensing Core Standards must be completed before receiving weekend and or shift differentials.

- c. 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, 2024. 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, 2024 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 “B”

### WAGE PACKAGE

The position of Donation Coordinator at The Bargain Bin shall be eligible for the following:

1. Hourly Wages as of April 1, 2023 --\$18.00/hr  
  
April 01, 2024 - 3% - \$18.54  
April 01, 2025 - 2% - \$18.91  
April 01, 2026 - 2% - \$19.29
3. Effective the date of signing the contract the Donation Coordinator is eligible for the following:
  - a. Shift Differential:
    - i. Donation Coordinator position shall receive a shift differential of \$3.50 an hour (effective the date of ratification) for all regular hours worked between 6 pm and 6 am. Increasing to \$4.00 an hour as of April 1, 2025
  - b. Weekend Premium:
    - i. Donation Coordinator position shall receive a weekend premium of \$3.50 an hour (effective the date of ratification) for all regular hours worked between midnight Friday and midnight Sunday. Increasing to \$4.00 an hour as of April 1, 2025
  - 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 the Expiration date of the previous Collective agreement
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

	<b>April 1,2024</b>	<b>April 1,2025</b>	<b>April 1,2026</b>
<b>Step 1</b>	<b>\$23.24</b>	<b>\$23.70</b>	<b>\$24.17</b>
<b>Step 2</b>	<b>\$23.71</b>	<b>\$24.18</b>	<b>\$24.67</b>
<b>Step 3</b>	<b>\$24.19</b>	<b>\$24.68</b>	<b>\$25.17</b>
<b>Step 4</b>	<b>\$24.69</b>	<b>\$25.18</b>	<b>\$25.69</b>
<b>Step 5</b>	<b>\$25.19</b>	<b>\$25.70</b>	<b>\$26.21</b>

2. Effective the date of signing the contract all active Employees working as Residential Instructors and 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:

a. Shift Differential:

i. Employees in the Residential Instructors classification shall receive a shift differential of \$3.50 an hour (effective the date of ratification) until March 31, 2025 and \$4.00 an hour effective April 1, 2025 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 \$3.50 an hour (effective the date of ratification) until March 31, 2025 and \$4.00 an hour effective April 1, 2025 for all regular hours worked between midnight Friday and midnight Sunday.

e. 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, 2024. 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, 2024 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.