

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, 2008

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PREAMBLE

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

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

ARTICLE 1:

DEFINITIONS

1.01 For the purpose of this Agreement:

- (a) “Ability” means, with respect to being able to carry out the work of a particular position, meeting the reasonable standards for the work as established by the Employer, including client compatibility and the ability to cooperate with other staff, and where required by law or a funding body, holding the qualifications for the position.
- (b) “Bargaining Unit” - means the unit of Employees certified to be represented by the Nova Scotia Union of Public and Private Employees, and as outlined in this Agreement but does not include excluded employees.
- (c) “Casual Employee” means an Employee who is neither a “Full-time” nor “Part-time”. Casual Employees are excluded from the Bargaining Unit, and may be scheduled and or appointed for vacancies anticipated to be less than 30 days per month (which may be renewed) at the discretion of the Employer, or as required, for such things as illness, vacation, special leave, or on short notice because of an unexpected absence of an employee or a temporary increase in work load prior to and after the posting of the schedule. The employer may extend the appointment beyond thirty (30) days for up to an additional thirty (30) days where it is notified that the need has been extended.
- (d) “Collective Agreement” or “Agreement” means this Collective Agreement and the Articles and Appendices contained herein.
- (e) “Confidential Employee” means a person who, as part of his/her job, has access to confidential information related to labour relations as defined by the *Trade Union Act*, and including but not limited to the assistant to the Executive Director and the bookkeeper.
- (f) “Day” means calendar day, unless otherwise provided for in this agreement.
- (g) “Employer” is the not for profit society incorporated pursuant to the *Societies Act* under the laws of Nova Scotia and operating under the name of Conway Workshop Association, inclusive of the Digby Small Options Homes. The Society is governed by a volunteer Board of Directors whose head office is located at c/o Box 568, Digby, 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 consisting of all Full-Time and Regular Part-Time Employees of the Employer but excluding Management, Executive Director, supervisors, administrative assistant, bookkeeper and secretary to the board, Grant Employees, Casuals 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 a probationary period and who occupies an ongoing position within the Bargaining Unit and works an average of Two Thousand Eighty (2080) hours annualized.

- (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. Grant Employees are not included in the bargaining unit and the provisions of this Agreement do not apply to Grant Employees.
- (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 day granted as a Vacation day pursuant to this Collective Agreement.
- (l) “Management” means those staff delegated by the board to act on its behalf in carrying out management functions including but not limited to the Executive Director, and supervisors.
- (m) “Night Sleep Shift” means a period between 12:00 a.m. and 8:00 a.m. during which the Employee is paid five (5) hours at regular time. Should the Employee be engaged to perform any active hours (in excess of 15 minutes as would be essential for client care), these hours are performed at the regular rate of pay. A Night Sleep Shift will be considered to be equivalent to five (5) hours for the purposes of calculating hours of work, overtime, paid leave, Service, and Seniority. (Added to accord with review of discussion notes).
- (n) “Part-Time Employee” is an Employee who works less than the fully prescribed hours (2080 hours annualized) of work on a recurring and regularly scheduled basis and who has completed the probationary period.
- (t) “Parties” means the signatories to this Collective Agreement and in particular the Union and the Employer as defined in the Collective Agreement.
- (u) “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.
- (v) “Seniority” is as defined in Article 24 of this Collective Agreement.
- (w) “Service” means the total accumulated months of active work with the Employer and does not include leaves, disability, maternity or lay-off. Service is pro-rated for part-time staff in accordance with active shifts.
- (x) “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 and Students are excluded from the Bargaining Unit.
- (y) “Term Employee” means an Employee appointed on a term basis.
- (z) “Union” means the Nova Scotia Union of Public & Private Employees, Local 16 and its successors and may be referred to as “NSUPE Local 16”.
- (aa) “Working Day” means a day on which an employee is regularly scheduled to work or actually works.
- (bb) “Year” means calendar year unless specifically modified to mean otherwise (eg. fiscal year).

- 1.02 Benefits for Part-Time Employees covered by this Collective Agreement will be limited to those specifically provided to such Part-Time Employees in this Agreement.
- 1.03 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 Full-Time and Part-Time Employees, excluding those employees as outlined in Certification Order LRB. No. 4817 dated May 23, 2000, and for greater certainty the Executive Director, supervisors, administrative assistant, bookkeeper and secretary to the board, Grant Employees, Casual 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 Agreement.

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 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. (Bold is response to proposed amendment by Union)
- 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 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.
 - (i) the Employer reserves the right to delegate its authority in any manner it sees fit.

ARTICLE 4:

DISCRIMINATION

- 4.01 The Employer and Union agree that there shall be no discrimination by either party of any Employee by reason of any prohibited grounds of discrimination as outlined in the Nova Scotia *Human Rights Act*, R.S.N.S. 1990 c. 214. The Parties also agree that there will be no discrimination, on the basis of Union membership, employer association membership, or residence. The Parties agree that bona fide occupational requirements and bona fide retirement plans do not constitute prohibited grounds of discrimination. The Union and Employer acknowledge that sex preference can be stipulated as an acceptable practice for matters involving personal hygiene, where appropriate to meet client needs.
- 4.02 To the extent Employees are eligible for spousal benefits, these shall be available to same-sex spouses.
- 4.03 The Parties agree that when an Employee seeks an accommodation, he/she has an obligation to provide an objective medical opinion of the requirement of the accommodation, the functional limitation and restrictions arising. The opinion shall state the treatment plan in place, and confirmation of whether the Employee is cooperating with and in compliance with the prescribed treatment plan or any medical interventions. The Employee also is obligated to participate in treatment plans to alleviate her/his restrictions. The Employee shall give the Employer consent to share this information with the Union or the Employee may elect to share this information directly with the Union. 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 is included as undue hardship.
- 4.04 The Employee, if requested to do so by the Employer, will attend an independent medical examination. In the event of an independent medical exam, it would be preferred if the Parties could agree on the examiner if possible. In the event of an impasse, the Employer will decide.

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 prohibited 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 behaviour or comment is sexual harassment, if it is known or ought to be known by a reasonable person to be unwelcome. The Union and Employer are committed to the promotion of respectful relationships and as such wish to provide protection against all harassment, especially that of a sexual nature.
- 5.03 Notwithstanding 5.01, the Union and the Employer recognize that some occupational environments may include exposure to harassing conduct which will be dealt with in an appropriate context. The Parties agree there will be no grievance arising from client harassment.
- 5.04 In circumstances of alleged harassment, the Employee making the allegation shall report the incident(s) to the Employee's supervisor or the supervisor of the Employee alleged to be the source of the harassment. If the Employee is not satisfied with the response of the supervisor, the Employee may initiate a grievance at the step in the grievance procedure which involves Management higher than the supervisor to whom the complaint was made. The Employee shall have the right to have a Union steward or other Union representative present at all stages of the complaint and any investigation.

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 where clients live.
- 6.03 The words “strike” and “lockout” shall be defined in this provision as they are defined by and for the purposes of the *Trade Union Act* of Nova Scotia.

ARTICLE 7:

UNION CHECKOFF

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

ARTICLE 8:

UNION ACTIVITY

- 8.01 The Union shall notify the Employer of the names of Employees of the Employer who act as Union representatives annually or as changes occur.
- 8.02 Local Union stewards 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 the Employee and Employer (at the request of an Employee) who will be subject to discipline. Client care is paramount, and cannot be compromised by the performance of these duties. Permission to leave work during working hours for such purposes shall be first obtained from the supervisor or Executive Director, and granted if it does not conflict with his/her duties to the Employer. A steward will report to his/her supervisor prior to resuming duties.
- 8.03 The Union agrees to keep the Employer informed of its current list of shop stewards and business representatives and shall within fifteen (15) days of any change deliver the names, addresses and telephone numbers to the Employer.
- 8.04 The business representative of the Union shall have access to the Employer*s head office premises to discuss Union business with the Employer and/or Employees with the consent of the Employer, but in no case shall his/her visit interfere with the progress of the work. No Union business will be conducted in the residential settings.

ARTICLE 9:

PROBATIONARY PERIOD

- 9.01 All Full-Time Employees shall serve a probationary period of ninety (90) days. All Part-Time Employees shall serve a probationary period of one hundred twenty (120) days of compensated employment.
- 9.02 (a) The Employer may, before the expiration of the Employee*s initial period of appointment on a probationary basis, extend the appointment for a period not to exceed a further ninety (90) days for Full-Time Employees or one hundred twenty (120) days for Part-Time Employees.
- (b) When an Employee*s probationary appointment is to be extended as provided in Article 9.02 (a), the Employer shall notify the Employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension. Should the extension be for performance-related issues, the Employer will outline its expectations for performance.
- 9.03 Extension of probationary periods or termination of Probationary Employees are at the sole discretion of the Employer and no grievance arises from the exercise of this discretion.
- 9.04 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 will arise from the exercise of this discretion.
- 9.05 The Employer shall, upon an Employee*s successful completion of the probationary period, confirm employment on an ongoing full-time or part-time basis.
- 9.06 A new Employee who moves to another classification during the probationary period shall serve the full probationary period in the new classification.

ARTICLE 10:

DISCIPLINE & DISCHARGE

- 10.01 No Employee shall be disciplined or discharged except for cause.
- 10.02 The Employer shall be deemed to have just cause to discharge an Employee on the following instances of Employee conduct:
- (a) falsification of the Employee's credentials or any other part of an application for employment with the Employer or of any reporting required by the Employer with respect to client care;
 - (b) theft of property from a client, coworker, 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 respecting clients that results in adverse consequences to the client or results in public exposure of the client or the client's family.
 - (e) intoxication, or being under the influence of drugs or in possession of illegal drugs on duty;
 - (f) Conviction of a criminal offence which affects or calls into question the Employee's ability to perform her/his duties in the context of the workplace or which will affect the reputation of the Employer to the extent that it will impair the Employer's ability to efficiently operate the business of the workplace.
- 10.03 The Employer has cause for dismissal for intoxication. However, at its sole discretion, the Employer may elect prior to termination, where an Employee is under the influence of alcohol while at work, to send the Employee for an assessment for an addiction by a recognized expert and may require the Employee to provide evidence that he/she has followed any treatment or rehabilitation program proposed. Should the Employee refuse to take an assessment or, if prescribed, a treatment or rehabilitation program, the Employer may suspend or dismiss the Employee.
- 10.04 Specifying the instances of conduct above does not preclude the Employer from disciplining or dismissing an Employee in other cases where just cause exists.
- 10.05 An Employee dismissed pursuant to or Article 10.02 may file a grievance and have the matter heard at arbitration but 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 her/him for the purpose of discipline, including dismissal, and the Employer or its representative shall inform the Employee of this right and if the Employee exercises this right, give her/him reasonable time, where practical, to arrange for the Union representative to be present.
- 10.07 (a) Where an Employee is suspended without pay 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 without pay or discharged. In the event the Employee has a Union representative with him/her at the time of the suspension or discharge, notice will be deemed as given to the Union.
- 10.08 Where an Employee alleges that he or she has been suspended without pay for more than one (1) shift or discharged contrary to Article 10.01, she or he may lodge a grievance at the second stage of the grievance procedure.
- 10.09 The Employer may post rules of work in the work places of Employees and Employees shall be deemed to have notice of the rules after they have worked through at least one (1) shift after the rules are posted. Any such rules must relate to conditions of the workplace and shall not be discriminatory. Breach of Employer rules may be the basis for discipline.
- 10.10 The Employer supports a system of progressive discipline except in the case of serious offences including but not limited to those outlined in Article 10.02.
- 10.11 The Employer agrees that it will not discipline an Employee who in good faith reports what he or she believes to be abuse of a client. The Union agrees that it will not initiate discipline against a member who in good faith reports what he or she believes to be abuse of a client.

ARTICLE 11:

JOB POSTING

- 11.01 When a new position or vacancy is created within the Bargaining Unit, the Employer shall post a notice of such new position or vacancy for seven (7) calendar days on a bulletin board where Employees work, after which external posting may be made.
- 11.02 (a) Notwithstanding Article 11.01, the Employer maintains the right to transfer or hire Employees according to the exigencies of the service and in such cases the new or vacant position shall not require posting.
- (b) The Employer shall make every reasonable effort to grant requests for temporary transfers based on pregnancy and physical needs of the Employee for periods of up to three (3) months and upon certification of the need by a qualified medical practitioner. Extensions shall be granted for pregnancy upon the recommendation of a qualified medical practitioner. Temporary transfers shall be into new or vacant positions, which shall not require posting, or if the transfer is to an occupied position, with reasonable notice to the other Employee. The Employer reserves the right to limit potential transfer locations to those which in its sole judgment match the skills and abilities of the Employees seeking transfer.
- 11.03 On job postings, all internal and external candidates for the position will be assessed on the basis of their client compatibility, personal suitability, ability and qualifications.
- 11.04 (a) The successful internal applicant for promotion or transfer to a new or vacant position shall be given a trial period of ninety (90) days in the new position on the condition that the internal candidate has six (6) months of service with the Employer; otherwise clause 11.04 (b) would apply.
- (b) The successful external applicant to a new or vacant position shall be subject to the probationary provisions of Article 9.
- (c) If the successful internal applicant proves unsatisfactory as relates to performance and not disciplinary conduct or wishes to return to former duties during the trial or probationary period, she/he shall be returned to her/his former or a similar position and salary without loss of seniority or other benefits. If the successful external candidate proves unsatisfactory, s/he will be terminated in accordance with provisions related to Probationary Employees. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to her/his same or similar position and salary without loss of seniority or other benefits. No grievance lies from the Employer's assessment of unsatisfactory performance during the trial or probationary period.
- 11.05 Job postings may state a preference of sex for the purposes of personal care and role modelling for residents.

ARTICLE 12:

HOURS OF WORK

- 12.01 The normal hours of work 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, inclusive of Night Sleep Shifts, Vacations and paid Holidays. This average does not guarantee the number of hours, and serves as a reference point only.
- 12.02 The normal hours of work for Part-Time Employees shall be fewer than two thousand and eighty (2,080) and more than eight hundred thirty-two (832) regularly scheduled hours per year, inclusive of Night Sleep Shifts.
- 12.03 The Employer shall post the work schedule two (2) weeks in advance. Changes to the work schedule after its posting may be made providing notice is given to the Employees concerned.
- 12.04 (a) The Employer will attempt to ensure that no Full-Time Employee is scheduled to work more than five (5) consecutive days in a two (2) week period.
- (b) The Employer shall ensure that no Part-Time Employee is scheduled to work more than seven (7) consecutive days in a two-week (2) period unless mutually agreed between the Employer and the Employee.
- 12.05 Staff meetings will normally be held once every three (3) months and as required for clients matters. Employees will normally be expected to attend staff meetings but it is recognized that there may be circumstances which mean an employee cannot attend. Employees on special leave for sickness or bereavement, on vacation, on pregnancy or parental leave or on compassionate leave are not required to attend such meetings.

ARTICLE 13:

OVERTIME

- 13.01 “Overtime” is defined as time worked by a Full-Time Employee with the authorization of the Employer in excess of forty-eight (48) hours per week.
- 13.02 An Employee who is required to attend to a resident or emergency during a Night Sleep Shift will be compensated for actual time worked, with a minimum of one (1) hour (but not to exceed eight (8) hours). The Employee must work for at least fifteen (15) minutes to qualify for one (1) hour of compensation and the work must be necessary for client care.
- 13.03 Compensation rates for Part-Time Employees for Overtime hours shall be:
- (a) Straight time at the Employee’s regular rate of pay for hours up to forty-eight (48) hours per week (total of scheduled hours and Overtime hours).
 - (b) Time and one half (1.5) the regular rate of pay for hours worked in excess of forty-eight (48) hours per week (total of scheduled hours and Overtime hours).
- 13.04 Compensation for Overtime for Full-Time and Part-Time Employees may be in the form of time off, as mutually agreed between the Employee and Employer or the Employee may elect overtime pay as stipulated in 13.05
- 13.05 When time off with pay in lieu of Overtime has not been granted or taken within one hundred twenty (120) calendar days of the Overtime being worked, compensation for Overtime shall be in pay. No Vacation or special leave may be taken before time off in lieu of Overtime has been used.
- 13.06 An Employee must work at least twenty (20) minutes beyond his/her normal shift before being eligible for Overtime compensation.
- 13.07 The terms and conditions for the payment of Overtime for staff training events shall be at the discretion of the Employer as long as such terms and conditions are made known to Employees prior to attendance at the event.
- 13.08 Where an Employee receives a call to report for duty after completing his/her scheduled shift and prior to his/her next scheduled shift (a “call back”), she/he shall receive a minimum of three (3) hours pay or actual time, whichever is greater. Call back rates do not apply if an Employee is asked to remain for an additional period of time immediately following the completion of a shift; nor do they apply to mandatory staff training or meetings.
- 13.09 Overtime will not be paid were 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 The Employer agrees to reimburse Employees for travel if prior authorization has been received. The rates of reimbursement are to be set by the Employer and will be reviewed periodically to determine if increases are appropriate. The present rates of reimbursement are as follows:

- (a) Any travel under five (5) kilometres will not be reimbursed;
- (b) Thirty-four cents (34¢) per kilometre.

Employees must keep accurate records of mileage and provide odometer readings between trips.

14.02 In order for travel reimbursement to be paid, it is required by law that a waiver from the Employee's insurance company be on file with the Employer. The waiver is "SEF-6A - Standard Endorsement Form - Permission to Carry Passengers for Compensation" (or substitute thereof).

14.03 Employees are not obligated to use personal vehicles as a condition of employment.

ARTICLE 15:

PAY PROVISIONS

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

ARTICLE 16:

VACATION

- 16.01 The vacation year is defined as the calendar year.
- 16.02 A Vacation day starts immediately following 12:00 a.m. and ends immediately prior to 12:00 a.m. of the next day.
- 16.03 Probationary Employees may take Vacation during the probation period as defined by Article 9 at the sole discretion of the Employer.
- 16.04 Full-Time Employees shall receive an annual Vacation in accordance with the following:
- (a) In the first calendar year of employment, the Employee shall be entitled to six and six-tenths (6.6) hours per month of employment or major part thereof with pay. Employees must complete six (6) months of employment before requesting the use of Vacation accumulation;
 - (b) Commencing at the beginning of the year in which the Employee attains one (1) year of continuous employment and up to and including four (4) years, the Employee shall be entitled to eighty (80) hours with pay.
 - (c) Commencing at the beginning of the year in which the Employee attains five (5) years of continuous employment, the Employee shall be entitled to one hundred and twenty (120) hours with pay.
- 16.05 Part-Time Employees shall receive an annual Vacation in accordance with the following:
- (a) In the first calendar year of employment and continuing up to and including eight (8) years, the Employee shall be entitled to four percent (4%) of the hours paid at straight time with pay; further increases would be in accordance with the *Labour Standards Code*.
 - (b) A Part-Time Employee may require that her/his Vacation entitlement be paid on each pay or she/he may require it to be paid in two lump sums, once on the first pay in July and the second on the first pay in December, or may bank time and take a paid Vacation.
- 16.06 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.
- 16.07 (a) Operational requirements and the needs of the clients will be the paramount consideration in the scheduling of Vacation.
- (b) Employees must submit their Vacation leave requests in writing. The request must be submitted prior to March 31st for Seniority to be considered a factor in resolving scheduling conflicts. However, for Vacation requests made after March 31st, Seniority will not be considered in approving Vacation leave requests. Vacation leave shall not be taken in advance of accumulation and in any case, shall not be taken except with the prior approval of the Employer. However,

subject to operational requirements, a reasonable effort shall be made to grant annual Vacation at the time requested by the Employee.

- (c) Except as otherwise provided in this Collective Agreement, Vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the Employer in writing of his/her Vacation preference as soon as possible for the following vacation year but before March 31st in each year.
- (d) An Employee, upon his/her separation from the Employer, shall be compensated for Vacation leave which s/he has not taken but is entitled to take.
- (e) Vacation must be taken in the year it is earned and cannot be carried forward.

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. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing day

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

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

- (a) Grant eight (8) hours of the Holiday off with pay; or
- (b) Pay the Employee his/her regular rate plus one-half (½) his/her regular rate for hours worked and an additional eight (8) hours pay at straight time rates; or
- (c) Assign another day off as mutually agreed.

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

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

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

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

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

- (a) Where a Regular Part-time Employee is scheduled to work on a paid Holiday and works on that paid Holiday, the Employer shall either:
 - (i) Grant the prorated Holiday off with pay; or
 - (ii) pay an amount equal to the amount he/she would otherwise have received for that Holiday and at a rate of one and one-half (1½) times his/her regular rate of pay for the time worked by him/her on that day.
- (b) Where a Regular Part-time Employee is not scheduled to work on a paid Holiday and does not work on that paid Holiday, he shall receive prorated Holiday pay.

ARTICLE 18:

SPECIAL LEAVE

- 18.01 Employees shall accumulate ten (10) special leave days a year, at a rate of eighty-three hundredths (.83) days per month worked, commencing January 1, of each year. One (1) leave day will be the equivalent of eight (8) hours. Leave days will not be carried forward to the next year, and in the event there is a surplus of days remaining at December 31, the Employee will be paid out the surplus, at his/her regular rate of pay. Leave days may be taken for illness, and bereavement as required by the Employee. Where Employees seek to schedule a leave day for reasons other than illness or bereavement, they will provide the Employer with reasonable notice of the date proposed, and provided there is no operational conflict, the request will be accommodated.
- 18.02 The Parties agree that prior to the date of signing the Collective Agreement, full-time vocational instructors in the workshop had the use of fifteen (15) sick days per year. These days were not paid out at year end if they were not used, and unused days were not carried over to the next year. The Parties agree that, in the event the Collective Agreement is signed prior to January 1, 2005, workshop Employees will start with a leave bank of ten (10) days, less any days used in the year to date. The Parties agree that the balance will not go below zero (0), if in excess of ten (10) days of sick leave were used by the workshop Employee prior to the date of signing. Full-Time Workshop Employees will not begin accumulating further leave days, in accordance with this Collective Agreement, until January 1, 2005.
- 18.03 Special leave credits do not accumulate when an Employee is on approved leave. The Employer may advance special leave days to the Employee prior to the Employee accumulating the same. In the event an Employee does not have sufficient accumulation of special leave credits, and has been advanced special leave, which is outstanding at the time of a resignation, layoff, termination, or other leave, the Employee shall be responsible to reimburse the Employer for the number of special leave days advanced to the Employee, which did not accrue to him or her in the months worked. The Employer may deduct the advanced special leave, from any monies outstanding to the Employee at the time the Employee resigns, is laid off, terminated or departs on approved leave.
- 18.04 Employees absent from work due to illness may be requested to provide a medical certificate for any period of absence due to illness.
- 18.05 Subject to the duty to accommodate, Employees must be fit to perform the duties assigned to them.
- 18.06 Without prejudice or precedent, Full-Time and Part-Time Employees may, upon request, be granted further special leave with or without pay at the discretion of the Employer.
- 18.07 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 any benefits under the contract special leave, Holidays, Vacations, etc.).

ARTICLE 19:

PREGNANCY LEAVE AND PARENTAL LEAVE

- 19.01 A pregnant Employee, who has been employed by the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon
- (a) giving the Employer notice of the date that she will begin the leave and the date she will return to work, as required by Section 59D of the *Labour Standards Code*, R.S.N.S. 1989, c.246 as amended; and
 - (b) providing to the Employer, where the Employer so requests, a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

Pregnancy leave pursuant to this Clause begins on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines, and not later than the date of delivery. Pregnancy leave pursuant to this Clause ends on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to this Clause, as determined by the Employee.

- 19.02 (1) Notwithstanding 19.01, an Employer may require a pregnant Employee, who has been employed by the Employer for at least one (1) year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected.
- (2) For greater certainty, nothing in subsection (1) affects any protection provided to a pregnant Employee, regardless of the length of employment, by the *Human Rights Act*.
- 19.03 (1) An Employee, who has been employed by the Employer for at least one (1) year, and who becomes a parent of one or more children through

- (a) the birth of the child or children; or
- (b) the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the laws of the Province of Nova Scotia,

is entitled to an unpaid leave of absence of, subject to subsection (4) of this Clause, up to fifty-two (52) weeks upon giving the Employer notice of the date that the Employee will begin the leave and the date that the Employee will return to work, as required by the *Labour Standards Code*.

- (2) Where an Employee takes pregnancy leave pursuant to this Agreement and the Employee's new-born child or children arrive in the Employee's home during the pregnancy leave, parental leave pursuant to this Agreement
- (a) begins immediately upon completion of the pregnancy leave and without the Employee returning to work; and
 - (b) ends not later than thirty-five (35) weeks after the parental leave began pursuant to this Agreement, as determined by the Employee.

- (3) Where 19.03 (2) does not apply, parental leave pursuant to this Clause
 - (a) begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the Employee's home; and
 - (b) ends not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home, as determined by the Employee.
 - (4) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.
- 19.04 (1) Notwithstanding Article 19.03, where an Employee has begun parental leave pursuant to that Article 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 *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 *Code*.
- (2) An Employee is entitled pursuant to subsection (1) to only one interruption and deferral of each parental leave.
- 19.05 (1) An Employee shall give the Employer four (4) weeks' notice of
- (a) the date the Employee will begin pregnancy or parental leave pursuant to Article 19;
 - (b) 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.
- (2) Notice given pursuant to subsection (1) may be amended from time to time by the Employee
- (a) 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;
 - (b) 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; and
 - (c) by adding the date that the Employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.
- (3) An Employee shall give the Employer as much notice as reasonably practicable of
- (a) the date the Employee will begin pregnancy leave pursuant to Article 19 where she is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (b) the delivery where the actual delivery occurs sooner than expected;
 - (c) 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;

- (d) the return to work of the employee pursuant to Article 19.04; and
- (e) the resumption of parental leave by the Employee in accordance with 19.04

and subsection (1) does not apply.

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

19.06 (1) Upon the request of the Employer, where an Employee takes parental leave pursuant to Article 19.03, interrupts and defers leave pursuant to Article 19.04, or gives notice pursuant to subsection (3) of Article 19.05, the Employee shall provide such proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

- (2) 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 subsection (1) of the matters attested to in the certificate.

19.07 (1) For the periods of time specified in Articles 19.01-19.04, the Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated prior to the commencement of that period and 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.

- (2) Where the Employee opts in writing to maintain the benefit plan referred to in subsection (1), 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 thereof, and the Employer shall process the documentation and payments as arranged.

19.08 (1) When an Employee returns to work upon the expiry of a leave of absence taken pursuant to Articles 19.01-19.03 or returns to work pursuant to Article 19.04, the Employer shall permit the Employee to resume work

- (a) in the position held by the Employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and

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

- (2) 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 Articles 19.01-19.03, or returns to work pursuant to Article 19.04, subsection (1) of this Section does not apply and the Employer shall comply with the *Labour Standards Code* s. 72 and, when the operation resumes, subsection (1) applies subject to the Employer's seniority system, if any.

- (3) For greater certainty, nothing in this Article limits any protection provided to an Employee by this Collective Agreement or by the *Human Rights Act*.

- (4) For greater certainty, nothing in Article 19 limits any benefits to which an Employee would otherwise be entitled.

ARTICLE 20:

DAMAGE TO EMPLOYEE PROPERTY

20.01 In the event of damage to the personal effects of an Employee caused by a resident at any facility operated by the Employer, the Employer will reimburse the Employee for any reasonable replacement or repair when it can be determined to the satisfaction of the executive director that the damage occurred during the course of the Employee*s duties at the facility. Damage which does result from failure to act or from inappropriate action, including failure to comply with reasonable dress requirements or behaviour on the part of the Employee will not be compensated.

ARTICLE 21:

MEAL USE

21.01 The Employer will set a reasonable meal rate for Employees and clients at the workshop. Employees may elect to purchase meals at the workshop, at the meal rate set by the Employer.

ARTICLE 22:

GRIEVANCE & ARBITRATION PROCEDURES

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

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

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

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

- 22.03 Step One:

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

Step Two:

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

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

Step Three:

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

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

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

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

- 22.04 Once a grievance is filed the Employee shall not be required or permitted to meet with a representative of the Employer to discuss the grievance unless an authorized representative of the Union is also present. At any meeting between the Union and the Employer to discuss a grievance the Employee may choose to attend. No grievance, once filed, shall be settled or withdrawn without the proper consent and authority of the Union.
- 22.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized Holidays shall be excluded.
- 22.06 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein, provided the Parties agree to do so in writing.
- 22.07 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.
- 22.08 The Employer shall advise the Union of the names and jurisdiction of the persons designated as the levels of the grievance procedure.
- 22.09 Where the Parties are agreed that a matter should be referred to a single arbitrator and:
- (a) they are able to agree upon the arbitrator, then such arbitrator shall be properly appointed;
 - (b) they are unable to agree upon the arbitrator, then the Minister of Labour for Nova Scotia shall appoint.
- 22.10 (a) Where the Parties have not agreed that a matter should be decided by a single arbitrator within ten (10) days of the request for arbitration, it shall be dealt with by an arbitration board.
- (b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
 - (c) The other party shall name its appointee within seven (7) days.
 - (d) The two (2) appointees shall select a chairperson by mutual agreement.
 - (e) In the event that the appointees are unable to agree upon a then the chairperson shall be appointed by the Minister of Labour for Nova Scotia.
- 22.11 The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chairperson shall be the decision of the arbitration board. The decision of the arbitration board shall be binding, final and enforceable on the Parties. The arbitration board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and

equitable. However, the arbitration board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.

- 22.12 Should the Parties disagree as to the meaning of the arbitration board's decision, either party may apply to the chairperson of the arbitration board to reconvene the arbitration board to clarify the decision which it shall make every effort to do within seven (7) days.
- 22.13 (a) Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*. Should the arbitrator's cost exceed the tariff prescribed by the *Trade Union Act*, the top-up will be shared equally between the Parties.
- (b) Where the matter has been dealt with by an arbitration board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the chairperson, as provided in Section 43 of the *Trade Union Act*.

ARTICLE 23:

OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 23.01 The Parties agree to maintain the existing occupational health and safety committee which will be responsible for issues contemplated under the *Occupational Health and Safety Act*, S.N.S. 1996, c.7 and its members will be governed by the provisions of the *Act*.
- 23.02 There shall be one unionized residential staff member and one unionized workshop staff member on the Occupational Health and Safety Committee.

ARTICLE 24:

SENIORITY

- 24.01 Seniority for Employees who are Bargaining Unit members on the date of signing this Collective Agreement is defined as the continuous length of Service in the employ of the Employer.
- 24.02 Seniority for Employees who become members of the Bargaining Union after the date of signing this Collective Agreement is defined as the latest continuous length of membership in the Bargaining Unit unless otherwise specifically provided for in this Collective Agreement.
- 24.03 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.

ARTICLE 25:

GROUP INSURANCE BENEFITS

25.01 The Employer and all Regular Full-Time and Regular Part-Time Employees shall join in the cost of the following insurance plans:

- Medical
- Vision Care
- Dental
- Accidental Death or Dismemberment
- Life Insurance and
- Long Term Disability, subject to implementation and costing as noted below.

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. Changes initiated by the carrier are beyond the control of the parties, and in the event there is a material change in coverage, eligibility, or the costs of the benefits provided, the parties will discuss the changes and attempt to achieve a mutual resolution. The Employer shall select the carrier and will be mindful of costs in its decision. Furthermore, these matters shall not be subject to grievance or arbitration.

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

25.03 The total cost of the medical plan (which currently includes vision) will be divided between Employer and Employee on a sixty-five/thirty-five (65/35) basis. The total cost of the remaining plans will be divided between the Employer and Employee on a fifty/fifty (50/50) basis. However, the Employee's contribution is deemed to include one hundred percent (100%) of the cost of the long-term disability plan. Medical and dental benefits under this clause shall not be prorated.

25.04 Except as otherwise provided in this 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 23.01, 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 of the date the Employer is required to remit payment to the plan provider.

ARTICLE 26:

PENSION PLAN

- 26.01 The Employer is a member of the Workshop Council of Nova Scotia Pension Plan (“the Plan”), and its 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.
- 26.02 The Employer and eligible Employees currently cost share the pension contributions fifty/fifty (50/50) with each contributing three and five tenths percent (3.5%) on the Years Maximum Pensionable Earnings as defined by the Plan. The Employer will increase the matched contributions by seventy-five hundredths of a percent (.75%) per year over two (2) calendar years to increase the overall contribution to a five percent (5%) matched contribution.

ARTICLE 27:

MISCELLANEOUS

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

ARTICLE 28:

DURATION AND RETROACTIVITY

- 28.01 It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the Parties prior to the signing date except as provided by Schedule "A" with respect to wages.
- 28.02 This Agreement shall be effective from April 1, 2002 to March 31, 2008.
- 28.03 Wage increases for the duration of the Agreement shall be as specified in Schedule "A".
- 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".
- 29.02 The Parties agree that this Agreement is not subject to a "me too" clause as relates to other bargaining units and employers in the sector similarly situated to the Employer. However, in the event the Employer is gratuitously designated additional funds specifically intended for Employee wages, beyond those covered in Schedule "A" it will ensure those increases are passed on to the Employees in the manner designated by the Province of Nova Scotia.

SCHEDULE "A"

WAGE PACKAGE

1. Current annual rate of salary for a residential and vocational instructor is \$28,500.00.
2. The following wage adjustment shall apply for the years specified:

April 1, 2002 to March 31, 2003	2% increment =	\$ 29,070.00
April 1, 2003 to March 31, 2004	2% increment =	\$ 29,651.00
April 1, 2004 to March 31, 2005	2% increment =	\$ 30,244.00
April 1, 2005 to March 31, 2006	2% increment =	\$ 30,849.00
April 1, 2006 to March 31, 2007	2% increment =	\$ 31,466.00
April 1, 2007 to March 31, 2008	2% increment =	\$ 32,095.00
3. The above rates are subject to the Employees meeting the Training Standards as set forth by the Department of Community Services.
4. To receive retroactive pay, the Employee must be actively employed by the Employer at the time retroactive pay is being disbursed. 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.
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 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.