

# **Collective Agreement**

**- Between -**

**TEARMANN SOCIETY  
For Abused Women**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4459**

**April 1, 2024 – March 31, 2027**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT .....	1
ARTICLE 2 – RECOGNITION AND NEGOTIATION .....	1
2.01 Bargaining Unit .....	1
2.02 Work of the Bargaining Unit .....	1
2.03 No Other Agreements .....	2
2.04 Right of Fair Representation .....	2
2.05 Union Functions and Powers .....	2
2.06 No Strike or Lock Out .....	3
2.07 Pre-Agreement Negotiations .....	3
ARTICLE 3 – MANAGEMENT RIGHTS .....	3
ARTICLE 4 – DEFINITIONS AND MISCELLANEOUS .....	4
4.01 All Employees to be Members .....	4
4.02 Definitions and Provisions .....	4
4.03 Employer and Union Shall Not Discriminate .....	6
4.04 Safe Work Place .....	6
4.05 Benefits for Regular <b>Part Time Employees</b> .....	6
4.06 Taking of Lieu Days .....	6
4.07 No Pyramiding of Benefits .....	6
4.08 Use of Grant Employees .....	6
ARTICLE 5 – CHECK OFF OF UNION DUES .....	7
5.01 Check-Off Payments .....	7
5.02 Deductions .....	7
5.03 Dues Receipts .....	7
ARTICLE 6 – TEARMANN BOARD OF DIRECTORS .....	7
ARTICLE 7 – NEW EMPLOYEES .....	7
7.01 New Employees .....	7
7.02 On-the-Job Training .....	8
7.03 Child Abuse Registry & Police Record Check .....	8
ARTICLE 8 – CORRESPONDENCE .....	8
8.01 Delivery of Correspondence .....	8
8.02 Employee Contact Information .....	8
ARTICLE 9 – JOB CLASSIFICATION .....	8
9.01 Job Description .....	8
9.02 Classifications Included in Agreement .....	8
9.03 No Elimination of Present Classification .....	9
9.04 Changes in Classifications .....	9
ARTICLE 10 – FUTURE COLLECTIVE BARGAINING .....	9
10.01 Union Bargaining Committee .....	9
10.02 Function of Union Bargaining Committee .....	9
10.03 Meeting of Committee .....	10
10.04 Time Off for Collective Bargaining .....	10
10.05 Employer Manual .....	10
ARTICLE 11 – GRIEVANCE PROCEDURE .....	10
11.01 Union Stewards .....	10
11.02 Pre-Grievance Initial Step .....	11
11.03 Purpose of the Grievance Procedure .....	11
11.04 “Day” Defined .....	11
11.05 Grievance Procedure .....	11
11.06 Time Limits .....	12
11.07 Deviation from Grievance Procedure .....	12
11.08 Replies in Writing .....	13

11.09	Mutually Agreed Changes .....	13
11.10	Employer Complaint .....	13
11.11	Safety and Duty to Work.....	13
ARTICLE 12 – ARBITRATION .....		13
12.01	Appointment of Arbitrator.....	13
12.02	Power of the Arbitrator.....	14
12.03	Time Limits on Arbitrator.....	14
12.04	Disagreement as to Interpretation.....	14
12.05	Expenses of the Arbitrator .....	14
12.06	Three Person Arbitration Board .....	14
12.07	No Loss of Pay .....	14
ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE.....		14
13.01	Right to Discipline.....	14
13.02	Right to have Steward Present .....	15
13.03	Employee’s File .....	15
13.04	Use of Demotion as Discipline .....	16
13.05	Good Faith Actions Without Directions .....	16
ARTICLE 14 – SENIORITY AND PROBATION .....		16
14.01	Seniority .....	16
14.02	Calculation of Seniority .....	16
14.03	Loss of Seniority .....	17
14.04	Probationary Employee .....	17
ARTICLE 15 – PROMOTIONS, STAFF CHANGES AND TRAINING.....		18
15.01	Job Postings.....	18
15.02	Method of Selection.....	18
15.03	Trial Period.....	18
15.04	Temporary Vacancy .....	19
15.05	Temporary Transfer Outside of Bargaining Unit.....	19
15.06	Employee Training and Development.....	19
15.07	Member Receiving Term Position Under Grant .....	19
15.08	Employment Equity.....	19
ARTICLE 16– LAYOFFS AND RECALLS .....		20
16.01	Attrition .....	20
16.02	Role of Seniority in Layoff.....	20
16.03	Duty of Employee on Layoff.....	20
16.04	No New Employees .....	20
16.05	Non-Bargaining Unit Work .....	20
16.06	Advance Notice of Layoff.....	20
16.07	Grievance on Layoffs and Recalls .....	21
ARTICLE 17 – HOURS OF WORK .....		21
17.01	Scheduling Hours of Work .....	21
17.02	Normal Hours of Work .....	21
17.03	Lunch Hour Coverage .....	22
17.04	Rest Breaks.....	22
17.05	Assignment of Casual Work .....	22
17.06	Staff Meeting .....	23
17.07	Maximum Hours of Work per Shift.....	23
17.08	Rest for House Counsellors Working the Night Shift.....	23
17.09	Shift Exchange .....	23
17.10	Compensation for House Counsellor and Night Support Worker .....	24
17.11	Conflicts in Providing Service to Client .....	24
17.12	.....	24
ARTICLE 18 – OVERTIME .....		24

18.01	Overtime.....	25
18.02	Calculation of Overtime .....	25
18.03	Compulsory Overtime.....	25
18.04	Compensation for Overtime.....	25
18.05	Distribution of Overtime .....	25
18.06	No Layoff to Compensate for Overtime.....	25
18.07	Minimum Call-Out Pay.....	26
18.08	Requested Extra Work.....	26
ARTICLE 19 – PAID HOLIDAYS.....		26
19.01	Paid Holidays .....	26
19.02	Compensation for Working on a Holiday.....	26
19.03	No Pyramiding of Benefits .....	27
19.04	Holiday for Regular Part-Time Employee.....	27
19.05	Holiday on Weekend .....	27
19.06	Christmas and New Year’s Day .....	27
ARTICLE 20 – VACATIONS .....		27
20.01	Vacation .....	27
20.02	Scheduling of Vacation.....	28
20.03	Vacation Pay on Termination or Retirement .....	29
20.04	Other Events Falling within Vacation .....	29
20.05	Overtime Vacation Rate.....	29
20.06	Banking Vacation Credits .....	29
ARTICLE 21 – SICK LEAVE PROVISIONS .....		30
21.01	Definition .....	30
21.02	Calculation of Sick Leave Benefits.....	30
21.03	Use of Sick Leave Credits .....	30
21.04	Medical Certificate .....	30
21.05	.....	31
21.06	Return to Work .....	31
21.07	Substance Abuse .....	32
21.08	Posting of Sick Leave Credits.....	32
21.09	Sick Leave Fraud.....	32
21.10	Illness of Family Member.....	32
21.11	Confidential Records .....	32
21.12	Workers’ Compensation Leave.....	33
ARTICLE 22 – LEAVE OF ABSENCE.....		33
22.01	General .....	33
22.02	Union Functions.....	33
22.03	Maternity and Parental Leave.....	34
22.04	Bereavement Leave .....	34
22.05	Paid Jury Duty Leave .....	35
22.06	Educational Leave.....	35
22.07	Self Care Days .....	36
22.08	Domestic Violence: .....	36
ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES.....		36
23.01	Bi-weekly Pay.....	36
23.02	Schedule of Wages .....	36
23.03	Pay on Temporary Transfer, Higher-Rated Job .....	37
23.04	Pay on Transfer, Lower Rated Job .....	37
23.05	Vacation Pay .....	37
23.06	Travel Allowance .....	37
23.07	Meals and Accommodation .....	37
23.08	Legal Counsel .....	37

23.09	Acting Pay .....	38
23.10	Inclement Weather .....	39
ARTICLE 24 – EMPLOYEE BENEFIT PLANS .....		39
24.01	Pension Plan .....	39
24.02	Dental, Group Health & Medical Plan .....	39
ARTICLE 25 – HEALTH AND SAFETY.....		40
25.01	Cooperation on Safety.....	40
25.02	Injury Pay Provisions.....	40
25.03	Safe Working Environment.....	40
25.04	First Aid.....	41
ARTICLE 26 – TECHNOLOGICAL CHANGE .....		41
ARTICLE 27 – GENERAL CONDITIONS.....		42
27.01	Proper Accommodation .....	42
27.02	Bulletin Boards .....	42
27.03	Personnel Records.....	42
27.04	Letter of Reference.....	42
27.05	Employer Dissatisfaction with Job Performance .....	42
ARTICLE 28 – MERGER PROTECTION.....		43
28.01	Recognition of Seniority and Service Credits.....	43
28.02	Amalgamation, Regionalization and Merger Protection.....	43
ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE.....		43
29.01	Labour Management Committee .....	43
29.02	Meetings of Committee.....	43
ARTICLE 30 – PROFESSIONAL STANDARDS .....		44
30.01	Professional Code of Ethics.....	44
30.02	Standards for Transition Houses .....	44
ARTICLE 31 – TERM OF AGREEMENT .....		44
31.01	Duration of Agreement.....	44
31.02	Changes in Agreement.....	44
31.03	Notice to Bargain.....	44
APPENDIX 'A' - WAGES .....		46
APPENDIX 'B' – JOB SHARE.....		47
LETTER OF UNDERSTANDING Re:Respectful Workplace Policy .....		50

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

1.01 It is the purpose and intention of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and identify specified conditions of employment between the Employer and members of the bargaining unit, as represented by the Union;
- b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions;
- c) To encourage efficiency in all operations of the Employer;
- d) To promote the morale, well-being and security of all employees in the bargaining unit;
- e) To provide a formal method for the adjustment of disputes between the parties;
- f) Subject to the provisions of this Agreement, to do so in a manner that is consistent with the desire of the Employer, the Union and its employees to ensure that the clients of Tearmann House are provided the highest possible standard of care and service.

1.02 It is now desirable that methods of bargaining and specified matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATION**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees Local 4459 as the sole bargaining agent for collective bargaining purposes for all of its members as certified by the Nova Scotia Labour Relations Board Order #4769 for classifications listed in Schedule "A" to this Collective Agreement.

### **2.02 Work of the Bargaining Unit**

- a) The bargaining unit shall consist of all regular full time and part time employees and term employees as described in Article 4, but shall exclude forepersons and those equivalent to the rank of foreperson and above, and those excluded by the specific provisions of the Nova Scotia *Trade Union Act*.
- b) The parties acknowledge that both volunteers and student placements are an integral part of the operation of Tearmann House, intended to supplement services provided by regular employees. The use of such volunteers and student placements shall not affect in any significant way the job security of a regular full time or part time employee, nor shall the Employer use such

persons to reduce the hours of work of a regular full time or part time employee.

- c) Subject to Article 2.02 b) above, the Employer agrees that work normally performed by members of the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any person or company, except where mutually agreed to by the Employer and the Union. Provided, however, that nothing in this Article shall prevent the Executive Director from performing such work as the Board of Directors of the Employer shall determine from time to time.

### **2.03 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representative that may conflict with the terms of this Collective Agreement.

### **2.04 Right of Fair Representation**

It is agreed that the Union and the employees will not engage in unauthorized Union activities during working hours, or hold meetings at any time on the premises of the Employer, without the permission of the Employer, or except as hereinafter provided. The Employer shall, upon request, make reasonable accommodation to provide a National Representative of CUPE access to the Employer's premises to meet with the Union President or other members of the Union Executive to deal with any matters that will promote the harmonious relationship between the parties and compliance with this Collective Agreement.

### **2.05 Union Functions and Powers**

- a) No employee shall be entitled to leave their work during working hours in order to carry out Union functions under this Agreement. In the event a CUPE trained Steward or Executive Officer determines that intervention during working hours is required, the Steward shall first seek the consent of the Employer to so intervene, which consent shall not be unreasonably withheld. No more than one such delegate shall intervene at the same time.
- b) The Employer agrees to provide to the Union the name and address of any new member of the bargaining unit who has commenced probationary status. The Employer shall also provide the Union notice of any member of the bargaining unit whose employment is terminated.
- c) The Union shall notify the Employer in writing on or before November 30<sup>th</sup> of each year of the names of its Union Officers, Negotiating Committee members, Grievance Committee members, Stewards, Labour Management Committee members and Occupational Health and Safety Committee members. By the same date, the Employer shall notify the Union of its Board of Directors and Officers, Human Resource Committee members, Labour Management Committee members and Occupational Health and Safety Committee members.

## **2.06 No Strike or Lock Out**

It is agreed by the Union during the term of this Agreement that there shall be no strikes, as defined by the *Trade Union Act* (Nova Scotia), or any other form of unlawful interference with the operations of the Employer by the employees and/or the Union. It is agreed by the Employer that there shall be no lock-out, as defined by the *Trade Union Act* (Nova Scotia) of the members of the Union during the term of this Agreement.

## **2.07 Pre-Agreement Negotiations**

The parties agree that deletion or amendment of any bargaining positions at the bargaining table shall be on a without prejudice basis and shall not be referred to or admissible as evidence in any arbitration with respect to the meaning or interpretation of the Collective Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01** The Union and the employees covered by this Agreement recognize and agree that the Employer has the exclusive right to manage the Tearmann House facilities and any enterprise in which the Employer is engaged related thereto. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, the Employer has the right to:

- a) maintain order, discipline and efficiency;
- b) establish and direct the workforce, including the right to hire, promote, classify, re-classify, transfer, lay-off; or discipline, suspend or discharge any employee for just cause;
- c) make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement;
- d) determine the nature of the work to be performed, the standard and quality of service to be provided, the schedules of work and the methods and procedures to be used;
- e) operate and manage its undertaking efficiently in all respects, in accordance with its obligations and responsibilities.

**3.02** The Labour Management Committee described in Article 29 shall provide recommendations to the Executive Director with respect to a periodic process of evaluation of employees.

## ARTICLE 4 – DEFINITIONS AND MISCELLANEOUS

### 4.01 All Employees to be Members

As a condition of employment, all new employees in the bargaining unit covered by this Agreement shall become and remain members in good standing of the Union within thirty (30) working days of employment.

### 4.02 Definitions and Provisions

- a) (i) "Employer" means the Tearmann Society for Abused Women and includes any person duly authorized to exercise the authority of the Employer;
- (ii) "Board of Directors" or "Board" means the Board of Directors of the Tearmann Society for Abused Women;
- (iii) "Executive Director" means the person employed by the Board of Directors to manage and administer Tearmann Society for Abused Women and its programs;
- b) (i) "CUPE" means the Canadian Union of Public Employees;
- (ii) "Union" means the Canadian Union of Public Employees and Local 4459 to which members of the bargaining unit belong;
- (iii) "Local", otherwise known as Local 4459, consists of the members of the bargaining unit as represented by those named in accordance with the provisions of Article 2.
- c) "Agreement" means the Collective Agreement between Tearmann Society for Abused Women and Canadian Union of Public Employees.
- d) "Day", unless otherwise specified, means a calendar day;
- e) "Day of Rest" means a day other than a holiday on which an employee is not ordinarily scheduled to work;
- f) "Parties", unless otherwise specified, means the Employer and the Local;
- g) "Partner" means a person of either gender, with whom an employee lives as a couple;
- h) "Workplace" refers to Tearmann House or any other regular place of business where a member of the bargaining unit is based;
- i) "Year of Service", unless otherwise specified elsewhere in this Agreement, means a calendar year of continuous employment;

j) **Types of Employees**

- (i) **“Regular Full-Time Employee”** means a person who has successfully completed a probationary period within the bargaining unit and who is regularly scheduled to work in a position generally established by the Employer as a full-time position. A regular full time position consists of eighty (80) hours bi-weekly, including paid lunch break. An employee who works eighty percent (80%) or more of such regular work week (sixty-four (64) hours bi-weekly) shall be deemed a regular full time employee.
- (ii) **“Regular Part-Time Employee”** means a person who is employed on a regularly scheduled basis of not less than twenty-four (24) hours bi-weekly and not more than sixty-three (63) hours biweekly.
- (iii) A **“Casual Employee”** is an employee hired on an as needed basis. A casual employee who works or is scheduled to work more than twenty-four (24) hours bi-weekly for at least three (3) consecutive months shall become a term employee for so long as **the employee** continues to meet the hours worked criteria of a term employee. A casual employee is not a member of the bargaining unit.
- (iv) A **“Term Employee”** is a former casual employee who replaces a regular full or part time employee for a specified period of not less than three (3) months nor more than twelve (12) months. Subject to Article 14, a term employee shall be deemed to be a member of the bargaining unit only for so long as such term of service. The period of time may be extended by mutual agreement of the Employer, employee and the Local. A term employee does not acquire seniority as a term employee and has no seniority rights with respect to job postings, transfers, promotions or layoffs.
- (v) A **“Grant Employee”** is one who is primarily funded by a source other than from the core funding provided by the Department of Community Services to the Employer, for a specific purpose or program, and shall be entitled to benefits as mutually agreed to by the Employer and the funding source prior to the receiving of funds and hiring. A grant employee shall not be renewed for a second or subsequent term for the same work without the consent of the Union, or unless the Employer agrees to make such grant employee a term employee. If such grant employee is subsequently funded primarily out of core funding provided by the Department of Community Services, then such work will be considered to be bargaining unit work. Except as specified, a grant employee is not a member of the bargaining unit.
- (vi) A **“Probationary Employee”** is a member of the bargaining unit with rights and benefits as described in Article 14.

#### **4.03 Employer and Union Shall Not Discriminate**

- a) Pursuant to the Nova Scotia *Human Rights Act*, the Employer and the Union agree that there shall be no discrimination with respect to employees covered by this Agreement by reason of a **prohibited ground**. The parties expressly acknowledge the discretionary authority of the Employer to require that gender be a specification of employment.
- b) Both the Employer and the Union agree to cooperate fully in the advancement of **inclusion, diversity, and equity policies** and procedures adopted by the Employer from time to time and agree that any Articles within this Agreement shall be construed and applied in a manner consistent with the effective implementation of such policies and procedures. Provided however, that any overriding of a provision of this Agreement to implement such initiative shall require the written agreement of the Union.

#### **4.04 Safe Work Place**

The Employer, the Union and all employees agree to cooperate in the prevention of accidents and in the promotion of a safe and healthy work environment. All parties agree to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act*. All parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees.

#### **4.05 Benefits for Regular Part Time Employees**

A regular part time employee shall have all benefits contained in this Agreement *prorated* according to the number of hours per day, or per year worked, unless otherwise specifically noted in this Agreement. Health care benefits under Article 24 are not *prorated*, nor are premium payments due from employees.

#### **4.06 Taking of Lieu Days**

Unless otherwise authorized in writing by the Employer, paid days off in lieu of extra payment must be taken within one hundred and twenty (120) days from the time they are earned, at a time mutually agreed between the Employer and the employee.

#### **4.07 No Pyramiding of Benefits**

Except where specifically provided herein, there shall be no pyramiding of rates of pay or benefits anywhere in this Agreement. Except for purposes of calculating vacation pursuant to Article 20.01 (a) (i), overtime payments or lieu payments shall not be used for purposes of calculating vacation.

#### **4.08 Use of Grant Employees**

Consistent with past practice, grant employees shall not be used to replace regular full time or part time staff. Similarly, the Employer shall not utilize grant employees in such manner that the rights and benefits of regular full time and part time employees are materially affected. Notwithstanding the foregoing, if a full time or part

time employee becomes a grant employee, **the employee will remain in the bargaining unit with all rights and benefits.**

## **ARTICLE 5 – CHECK OFF OF UNION DUES**

### **5.01 Check-Off Payments**

The Employer shall deduct from every employee covered by this Agreement any monthly dues, initiation fees, or assessments levied in accordance with the Union Constitution and/or By-laws. For doing so, the Employer shall be notified in writing by the Union of the mandatory deductions required by the Union. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of application of this Article.

### **5.02 Deductions**

Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, not later than the 15<sup>th</sup> day of the month following such deduction. Such remittance shall be accompanied by a list of names, classifications and hours worked by the employees from whose wages the deductions have been made.

### **5.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 6 – TEARMANN BOARD OF DIRECTORS**

**6.01** The Union may from time to time make presentations to the Board of Directors on non-labour relation issues at a time mutually agreeable to the parties. Detailed requests for such presentation shall be made through the Executive Director.

## **ARTICLE 7 – NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to acquaint new members of the bargaining unit with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. The Employer shall notify the Union when an employee reaches the thirty (30) day working period for Union dues. The Union shall provide new employees with a copy of the new Agreement. **The Union and Employer agree that the Union shall acquaint new employees with the Collective Agreement during the employee's working hours, up to a total of two hours at a mutually agreeable time.**

## 7.02 On-the-Job Training

New employees hired by the Employer shall be provided suitable on-the-job training before being scheduled to work alone.

## 7.03 Child Abuse Registry & Police Record Check

All employees shall be required to submit to such background investigation as the Employer reasonably deems appropriate, including a Child Abuse Registry Check and Police Record Check. Any costs for obtaining such checks for existing members of the bargaining unit shall be absorbed by the Employer.

# ARTICLE 8 – CORRESPONDENCE

## 8.01 Delivery of Correspondence

- a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director **and Operations Director** of the Employer to the Secretary of Local 4459 with a copy to the **Local President**.
- b) Subject to confidential personnel issues, a copy of any correspondence between the Employer and any employee in the bargaining unit, pertaining to the interpretation, or application of any part of this Agreement shall be forwarded to the Secretary of Local 4459.

## 8.02 Employee Contact Information

The Employer shall send to the Recording Secretary of the Local a list of employee's names, status, home address, home and cell phone numbers and personal email addresses by April 1<sup>st</sup> of each year.

# ARTICLE 9 – JOB CLASSIFICATION

## 9.01 Job Description

It is agreed that existing job descriptions for all positions within the bargaining unit shall be reviewed as required by the Labour Management Committee with the objective of determining whether revisions are appropriate.

## 9.02 Classifications Included in Agreement

- a) The classifications presently included in this Agreement are:
  1. House Counsellor
  2. Program Counsellor (Child & Youth, Outreach and Follow-up)
- b) These employees shall be paid for hours worked in accordance with the hourly rates set out in Appendix 'A' to this Agreement.

- c) Except for temporary assignments as described in Article 23.04, every employee within the bargaining unit shall be paid an hourly rate for the classification of work regularly being performed. If more than one classification is regularly worked by an employee, any differing rates for such classifications shall be prorated accordingly.
- d) The parties acknowledge that cross-training is a desired goal to enhance both work force flexibility and increased working hours for employees. As positions become available, the Employer agrees to assist existing employees who have applied to upgrade skill sets in order to qualify for other work.

### **9.03 No Elimination of Present Classification**

Existing classifications within the bargaining unit (including subcategories of program counsellor) shall not be eliminated, or materially changed, without prior consultation with the Union. In the event the Employer is unreasonable in the exercise of such management rights, the Union shall be entitled to grieve such decision.

### **9.04 Changes in Classifications**

- a) The Employer shall amend a classification description whenever the duties of a job substantially change. The Employer shall determine whether such substantial change warrants a change in rate of pay. If such rate of pay is to be changed, it shall be subject to negotiations between the Employer and the Union before the Employer makes such change. If such revised rate of pay is unreasonable, or if the Union believes the Employer has unreasonably refused to revise a classification or a rate of pay, the Union shall be entitled to grieve and have either the classification or the new rate of pay reviewed by an Arbitrator.
- b) The parties acknowledge that the rate of pay for certain job classifications is determined by the Department of Community Services and the Nova Scotia Civil Service Commission. The parties agree to follow such classifications as appropriate to the bargaining unit and the Employer shall adjust the rates of pay herein described proportionate to any amendments to such scales approved by the Department of Community Services.

## **ARTICLE 10 – FUTURE COLLECTIVE BARGAINING**

### **10.01 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union and the CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.

### **10.02 Function of Union Bargaining Committee**

During such collective bargaining, all matters pertaining to a renewal of this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### **10.03 Meeting of Committee**

Once it is timely to commence collective bargaining, either party who wishes to call a bargaining meeting may do so, which meeting shall be held at a time and place fixed by mutual agreement. Unless the parties otherwise agree, such meeting shall be held within thirty (30) days after the request has been given.

### **10.04 Time Off for Collective Bargaining**

The Employer and the Union agree to share responsibility for reimbursing to employees on the Union Bargaining Committee wages lost as a result of attending bargaining sessions during a regularly scheduled shift. The Employer shall contribute to the Union's cost of collective bargaining by reimbursing lost wages to the most senior member of the Union Bargaining Committee for actual time in attendance at collective bargaining, provided the Union likewise reimburses the remaining members of the Union Bargaining Committee. Such Employer contribution shall be capped at twenty-four (24) hours. In addition to the foregoing, upon request, the Employer shall reimburse all members of the Union Bargaining Committee for wages lost while attending collective bargaining, upon the agreement of the Union to reimburse the Employer for all such payments within thirty (30) days of invoicing. The Union shall make reasonable accommodations with the Employer by agreeing to schedule bargaining sessions in a manner that minimizes disruption and costs of bargaining.

### **10.05 Employer Manual**

Within ten (10) days of a request by the Union, the Employer shall make available to the Union existing job descriptions and relevant excerpts from Employer directives or policy manuals that relate to terms of employment of members of the bargaining unit.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **11.01 Union Stewards**

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist any employee whom the Steward represents, in preparing and presenting **the employee's** grievance in accordance with the grievance procedure. Duties of Steward shall be performed by the designated Steward. A Steward shall also be known as the Union Grievance Committee.
- b) The Union shall notify the Employer in writing of the names of the Stewards, before the Employer shall be required to recognize them. Each such Steward

shall hold office until **the employee** ceases to be an employee, or until a successor is chosen by the Union, whichever event shall first occur.

- c) In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave work to assist in matters relating to grievance proceedings, without first obtaining the permission of **the Employer**. Such interruption of work shall only be requested where the Steward reasonably concludes that the circumstances require immediate attention. Such request shall not be unreasonably withheld. In such instance, the Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of such duties. Any such employee leaving work shall report to **the Employer** upon return to work. In situations where such leave is authorized, the Steward shall not suffer any loss of pay for any such reasonable authorized absence.

### **11.02 Pre-Grievance Initial Step**

An employee is expected to discuss concerns with the Executive Director in an effort to resolve any problems, prior to initiating a grievance procedure.

### **11.03 Purpose of the Grievance Procedure**

- a) The purpose of the grievance procedure is to resolve disputes that arise from this Agreement. Where an aggrieved employee has a dispute with the Employer regarding the application, interpretation, or administration of this Agreement, including any question whether such matters are arbitrable, the dispute may become a grievance and shall be resolved according to the procedures described in this Article.
- b) Either the Union Grievance Committee or the Employer may request at any step that the grievance be held by meeting in person, if the nature of the grievance so warrants. Otherwise, the grievance may be processed in writing.

### **11.04 "Day" Defined**

For the purpose of this Article, "day" means any day that is not Saturday, Sunday or one of those described in Article 19 of this Agreement.

### **11.05 Grievance Procedure**

A grievance may be filed in writing by an employee, a group of employees or the Union on behalf of an employee or group of employees. Any grievor shall first consider the pre-grievance initial step described in Article 11.02 above. Every grievance shall be in writing on the CUPE form of grievance. It shall contain the signature of the grievor, provide a summary of the allegations giving rise to the grievance, the Article of the Agreement allegedly violated and the remedy sought by the grievor. A grievor shall be entitled to the assistance of a Steward in preparing and presenting any grievance under this grievance procedure. A grievor shall be entitled to be accompanied by a Steward at any stage in the grievance process.

### **Step One**

A grievor shall submit the grievance in writing to the **Operations** Director within seven (7) working days of the event giving rise to the grievance. Within seven (7) working days of receipt of the grievance, the **Operations** Director shall consider the grievance and give a written decision to the grievor, admitting or denying the grievance. If the **Operations** Director should be on leave **past the seven (7) working days'** time limit, **the grievance shall be referred to the Executive Director.**

### **Step Two**

Failing a satisfactory resolution at Step One, or if no written decision is issued at Step One within the time required, **or if the seven (7) working days has expired,** then within five (5) working days of receipt of the decision at Step One, or within five (5) working days of the last day in which such reply was due, the Union shall refer the grievance in writing to the **Executive Director. The Executive Director** shall render **their** decision within fifteen (15) days of receiving the grievance, which decision shall be communicated by the Executive Director to the grievor, with a copy to the Union. Where a proposed grievance is more appropriately considered a policy grievance, the Union may itself act as grievor and proceed with the filing of the grievance in the same manner as described herein for employees.

### **Step Three**

Failing a satisfactory resolution of the grievance at Step Two, the Union Grievance Committee may, within ten (10) working days of receipt of the decision at Step Two, or within ten (10) working days of the last day on which such reply was due, give notice in writing to the Executive Director of referral of the grievance to binding arbitration.

## **11.06 Time Limits**

The time limits contained in this Article are mandatory and no Arbitrator shall have the power to amend such time limits, nor proceed with the grievance with respect to which there has been a breach of the time limits, unless such breach constituted a minor technical violation of not more than forty-eight (48) hours and which did not materially prejudice the rights of the Employer. Where the Employer has failed to provide a reply within the time specified, such reply shall be deemed to be negative and have been made on the last day for such reply. Thereafter, the Union shall be required to proceed to the next step within the stipulated time limit. The time limits contained in this Agreement may be extended by mutual agreement of the parties, but only if such extension and mutual agreement is forthwith confirmed in writing by the requesting party.

## **11.07 Deviation from Grievance Procedure**

Once a grievance has been initiated by the Union, the Employer shall not enter into any detailed discussions or negotiations with the aggrieved employee, either directly or indirectly, without the consent of the Union. In the event a grievor specifically requests, the Union shall consent to the grievor entering into discussions or negotiations directly with the Employer. In the event that an employee refuses the right of Union Representation, the Union shall be advised of the outcome of any such meeting with such grievor.

### 11.08 Replies in Writing

Replies to grievance(s) shall be in writing at all stages. A brief summary of reason(s) shall be provided at Step Two.

### 11.09 Mutually Agreed Changes

- a) Any step of the grievance procedure may be omitted by the mutual consent of both parties in writing.
- b) Any mutually agreed written changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

### 11.10 Employer Complaint

It is agreed that the Employer may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint regarding the interpretation, meaning, operation, application or alleged violation of this Agreement. Such complaint, if not resolved by oral discussion, shall be reduced to writing and forwarded to the President of the Union Local. The President shall reply to the Employer's complaint in writing within ten (10) working days of receipt of the complaint. The Employer may, within ten (10) working days of receipt of the decision of the President, or within ten (10) working days of the last day the reply was due, give notice in writing to the Union of its intention to refer the complaint to arbitration in accordance with the provisions of this Article.

### 11.11 Safety and Duty to Work

An employee shall not refuse to perform an assigned duty or task simply because **the employee** believes that the terms of this Agreement have been violated. Subject only to the right to stop work pursuant to the *Occupational Health and Safety Act*, or pursuant to rights established by Nova Scotia arbitral law, the employee shall perform the disputed task and grieve later, in order that the work of the Employer shall not be unreasonably interrupted. An employee or group of employees who believe they are required to work under conditions which are contrary to the *Occupational Health and Safety Act* shall have the right to file a grievance at Step Two of the grievance procedure.

## ARTICLE 12 – ARBITRATION

### 12.01 Appointment of Arbitrator

When either party requests that a grievance or complaint be submitted to arbitration, the request shall be in writing and either delivered in person or by registered mail addressed to the other party to the Agreement. Such request shall propose the names of at least three (3) potential arbitrators. Within ten (10) working days of receipt of such request, the other party shall either accept one (1) of such proposed arbitrators or provide the names of three (3) other proposed arbitrators. If the parties are unable to agree upon a mutually acceptable arbitrator within fifteen (15) working

days of the original request, either party shall be at liberty to apply to the Minister of Labour and Advanced Education to appoint such arbitrator.

#### **12.02 Power of the Arbitrator**

The decision of the arbitrator shall be final, binding and enforceable on all parties. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, or make any decision contrary to the provisions of this Agreement.

#### **12.03 Time Limits on Arbitrator**

The Arbitrator shall meet with both parties as soon as reasonably practical after the appointment. With respect to any arbitration involving a serious matter such as suspension, discharge or significant monetary claims against the Employer, the Arbitrator shall agree to set the matter down for full hearing not more than ninety (90) days following date of such appointment, unless both the Employer and the Union otherwise agree. A pre-condition of such appointment shall be the agreement of the Arbitrator to render a decision within forty-five (45) days following completion of the arbitration hearing, which time limit shall not be waived by either party.

#### **12.04 Disagreement as to Interpretation**

Should the parties disagree as to the meaning of the Arbitrator's award, either party may apply to the Arbitrator to reconvene to clarify the decision.

#### **12.05 Expenses of the Arbitrator**

Unless the Arbitrator considers that the circumstances otherwise warrant, each party shall share equally in the residual costs, expenses and fees of the Arbitrator, after any contribution from the Department of Labour and Advanced Education.

#### **12.06 Three Person Arbitration Board**

Notwithstanding other provisions herein, with the consent of both the Employer and the Union, a three (3) person arbitration board may be appointed where the parties believe the nature of the grievance warrants such an approach.

#### **12.07 No Loss of Pay**

The grievor and/or Union Steward shall not suffer any loss of pay for their attendance at arbitration between the parties. When the Employer requires an employee to attend arbitration as a witness, the employee shall not suffer any loss of pay for attendance at the arbitration.

### **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **13.01 Right to Discipline**

- a) An employee may be disciplined, suspended or discharged for just cause.
- b) An employee shall be notified in writing of any disciplinary action.
- c) In the event an employee is **removed from the workplace at the direction of the Employer**, pending an investigation, the Executive Director shall have the discretion (subject to being reversed by mutual agreement, grievance or arbitration) to determine whether such **time missed from the workplace shall be with pay**.
- d) In the event the Employer initiates a disciplinary action against an employee who has completed the probationary period, such employee shall be notified in writing of the disciplinary action, with a copy sent to the Union.
- e) Except where special circumstances require otherwise, the Employer shall commence a disciplinary investigation within ten (10) working days of being made aware of an alleged disciplinary incident.
- f) The Employer shall complete a disciplinary investigation within a reasonable timeframe, except where there is good cause for delay. For straightforward matters, a disciplinary decision shall be communicated to the employee within ten (10) working days of commencement of the disciplinary investigation.
- g) Before any discipline is finalized, the employee shall be provided an opportunity to respond to the disciplinary incident.

### 13.02 Right to have Steward Present

- a) An employee shall have the right to have a Steward present at any interview with the Employer, which the employee reasonably believes might form the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall provide the employee sufficient advance notice of such interview in order for arrangements to be made to have a Steward present at the interview, if the employee so wishes.
- b) In the event either the Employer or the Steward reasonably believe such interview could lead to serious disciplinary consequences involving a suspension of more than one day, reasonable accommodations shall be made by the Employer to ensure that such Steward has the opportunity to consult in person or by telephone with the CUPE National Representative, prior to or during such interview process.

### 13.03 Employee's File

- a) An employee shall, with reasonable notice, have the right to have access to and review **the employee's** personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Personnel files shall be stored in a secure area.
- b) Provided an employee otherwise maintains a clean disciplinary record for a period of twenty-four (24) consecutive months, any minor disciplinary offence

shall be removed from an employee's personnel file after a period of twenty-four (24) months from date of such discipline. Any disciplinary action resulting in suspension shall be deemed to be a major disciplinary offence and not subject to this provision.

- c) No entry of a detrimental nature which may be used in a subsequent disciplinary action will be maintained in an employee's file, without **the employee's** prior knowledge. The employee's reply to such entry shall become part of this record. Absent bad faith by the Employer, such notice shall be deemed to have been received if the personnel file indicates that the employee was provided a copy of such entry.

#### **13.04 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

#### **13.05 Good Faith Actions Without Directions**

No employee shall be disciplined for exercising **the employee's** best professional judgment in good faith, when no superior is available to give directions with respect to the decision that must be made immediately, without prior direction or authorization. In all such situations, the employee shall be required to report such initiatives or actions taken at the first available opportunity.

### **ARTICLE 14 – SENIORITY AND PROBATION**

#### **14.01 Seniority**

- a) Seniority for all regular full and part time employees shall be calculated on the basis of years of continuous service with the Employer, commencing as of date of hire as a regular full time or part time employee. Calculation shall include continuous service prior to signing of the first Collective Agreement, (January 1, 2003).
- b) Seniority shall apply on a bargaining unit wide basis.
- c) A term or casual employee appointed to a regular full time or part time position, upon successful completion of the probationary period, shall have **the** date of hire credited and adjusted to reflect the cumulative total of time worked for the Employer as a term or casual employee.
- d) The Employer and the Union shall annually, on or before March 31st of each year, approve an initialled and updated seniority list as of the preceding December 31st. In the event the Employer and the Union are unable to reach agreement, the matter shall be referred for arbitration, or the Employer shall have the option to refer the matter to the Union for a unilateral determination by the Union.

#### **14.02 Calculation of Seniority**

In cases where employees have the same seniority according to the seniority list, such tie shall be broken by giving preference to the employee whose last digit of **their** social insurance number is higher. If the digits are equal, then preference shall be given to the employee whose last two (2) digits are higher.

#### **14.03 Loss of Seniority**

An employee's seniority shall be lost, and the employee's employment terminated in the event:

- a) the employee is discharged for just cause and not reinstated.
- b) the employee resigns, provided such resignation is not revoked by the employee within two (2) working days.
- c) the employee is on layoff or expired authorized leave of absence and fails to respond to a notice to return to work within seven (7) days after written notification has been given to the employee or sent to the employee by registered mail. If, within the seven (7) day period, the employee notifies the Employer of **the** intention to accept such recall, then the employee shall be allowed up to a maximum of an additional five (5) days, if employed elsewhere, to report for duty as set forth above.
- d) the employee is laid off for a period in excess of twenty-four (24) consecutive months.

#### **14.04 Probationary Employee**

- a) Notwithstanding any other provision in this Agreement, newly hired regular full time or regular part time employees shall be on probation for a period of six (6) calendar months from date of hire as a regular employee. Provided however the Employer shall be entitled to extend such probationary period a further three (3) calendar months where the Employer considers the circumstances appropriate. The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the probationary employee's long-term suitability for on-going regular employment and that if, at any time during the probationary period, the Employer determines that the employee is not suitable, the employee may be terminated without cause. Such termination shall not prevent the unsuccessful applicant from subsequent opportunities as a casual or term employee. A term employee shall not qualify for probationary status. With the consent of the Employer and the Union, a probationary period can be reduced in recognition of service as a term or casual employee.
- b) A probationary employee shall not acquire seniority rights during **the** probationary period. Upon the successful completion of the probationary period, an employee's seniority will be calculated retroactively as elsewhere described in this Article.
- c) A probationary employee shall be entitled to all other benefits and rights contained in this Agreement, except as otherwise provided in this Agreement.

- d) A probationary employee shall be obliged to pay membership dues to the Union during any probationary period.
- e) The Employer shall provide the probationary employee with a preliminary performance evaluation not less than forty (40) working days prior to the completion of the probationary period. A second evaluation shall be completed if the Employer extends the probationary period by an additional three (3) months.
- f) Prior to terminating any probationary employee, the Employer shall provide the probationary employee with notice of such intended action, the reasons therefore and the opportunity for the probationary employee to reply, following which the Employer shall be at liberty to make its decision to terminate.

## **ARTICLE 15 – PROMOTIONS, STAFF CHANGES AND TRAINING**

### **15.01 Job Postings**

The Union will be provided a copy of vacancy or new position notices within the bargaining unit, on or before the day of posting. When a vacancy or new position occurs within the bargaining unit which the Employer intends to fill, the Employer agrees to post notice of the position on the staff bulletin board. Such posting shall be for a period of not less than seven (7) calendar days. The internal posting notice shall include information providing position title, nature of position, anticipated hours of work, starting date, proposed shift, how application is to be made and such other information as the Employer deems appropriate.

### **15.02 Method of Selection**

- a) For purposes of filling a position, including a staff change, transfer or promotion within the bargaining unit, qualifications, skills and ability to perform the job shall be the determining criteria. When such criteria are relatively equal, seniority shall prevail.
- b) Upon request from the Union, the Executive Director shall report to the Union or any inquiring applicant as to the method of evaluation used.
- c) Nothing in this Article shall restrict the Employer's right to determine whether operational circumstances permit filling of the position.

### **15.03 Trial Period**

In the event of a transfer or promotion within the bargaining unit, an Employer shall have the right to place the successful applicant in the position on a trial period not exceeding three (3) months. Conditional upon satisfactory service, such trial transfer or promotion shall become permanent. In the event the Employer or the employee conclude that the successful employee is unable to adequately perform the duties of the new position during the trial period, such employee shall be returned to **the**

**employee's** former position without loss of seniority. The same shall apply to other employees affected in secondary positions as a result of such return.

#### **15.04 Temporary Vacancy**

Where there is a temporary vacancy expected to last more than three (3) months, members of the bargaining unit shall be provided the opportunity to apply for such temporary vacancy and shall have priority over term or casual employees. The Employer shall notify the Union in writing and post such opportunity in the normal course before seeking term or casual employees.

#### **15.05 Temporary Transfer Outside of Bargaining Unit**

Any member of the bargaining unit who agrees to be assigned to a temporary acting position outside the bargaining unit shall accrue seniority and retain all benefits and other accruals under this Collective Agreement during such temporary assignment. Provided however such assignment outside of the bargaining unit shall not exceed twelve (12) months, where created by a leave of absence, or six (6) months otherwise, unless both parties hereto agree to a further extension.

#### **15.06 Employee Training and Development**

- a) The Employer and the Union acknowledge that employee training and professional development are important to the well-being of the bargaining unit. Each employee is encouraged to annually work towards improving **one's** skills by taking advantage of development opportunities offered by the Employer. The Employer shall identify training needs and opportunities on an ongoing basis and during individual employee evaluations. Subject to budgetary restraints, members of the bargaining unit will be offered appropriate training opportunities, workshops, in-service training, conferences and/or courses offered through educational institutions.
- b) Any mandatory training required by the Employer outside regular working hours shall be compensated by time off in lieu, equal to the time taken in attendance at such training.

#### **15.07 Member Receiving Term Position Under Grant**

Where a member of the bargaining unit, with the consent of the Employer, accepts a grant term position, the employee shall not suffer any loss of benefits or seniority as a result of being in the term position. Subject to other Articles herein, such employee shall be entitled to return to **the employee's** former position upon completion of the grant term position.

#### **15.08 Employment Equity**

Both the Employer and the Union are committed to implementing employment equity within the bargaining unit. Accordingly, notwithstanding other provisions herein, as an operational minimum where circumstances permit, the Employer shall have the authority to ensure that at least one position within the bargaining unit is filled by an

identified visible minority group, provided the Employer is satisfied that such applicant meets the criteria required for the position.

## **ARTICLE 16– LAYOFFS AND RECALLS**

### **16.01 Attrition**

Prior to any layoff decision, the Employer, in consultation with the Union, will examine opportunities for natural attrition and retirement.

### **16.02 Role of Seniority in Layoff**

- a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of the bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified, as per the job description, to perform the work of the employee with less seniority.
- b) Employees who have been laid off and are then recalled shall have the right to refuse recall that would constitute a demotion or temporary employment of less than thirty (30) days, without any loss of recall rights for seniority.

### **16.03 Duty of Employee on Layoff**

It shall be the duty of every employee on layoff to advise the Employer of current mailing address and phone number where the employee can be reached. Failure to do so, or to maintain current information, shall constitute a waiver of the opportunity for recall, until such information is provided.

### **16.04 No New Employees**

No person outside of the bargaining unit will be hired to regular full time or part time positions within the bargaining unit until all qualified employees on layoff have been given first opportunity of recall.

### **16.05 Non-Bargaining Unit Work**

- a) A casual employee shall not be scheduled to replace a regular employee whose hours of work have been involuntarily reduced.
- b) Regular employees on layoff shall have priority claim to work normally performed by casuals and shall receive all benefits of a regular employee, but be paid at casual rates.

### **16.06 Advance Notice of Layoff**

- a) In the event that the Executive Director determines a layoff is necessary because of shortage of clients/residents, the Employer shall notify employees

who are to be laid off at least ten (10) working days prior to the effective date of such layoff. During such times when notice of intended layoff has been provided due to shortage of clients/residents, or for other reasons that are beyond the control or foreknowledge of the Employer, such employees shall not be restricted to duties of classification, but shall perform such other duties as the Executive Director shall reasonably direct, in exchange for such advance notice of layoff.

- b) Except for those matters described in 16.06 a) above, or except where legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off at least thirty (30) days prior to the effective date of layoff. If an employee has not had the opportunity to work the days as provided in this Article 16.06 b), **the employee** shall be paid for the days for which work was not made available.
- c) In the event of an expected layoff of thirty (30) or more days, and subject to operational requirements, members of the bargaining unit shall be polled to determine if anyone is willing to accept voluntary layoff. If there are more employees willing to accept voluntary layoff than are needed, seniority shall be the governing factor, in that priority shall be given to the most senior employee(s), provided that the remaining jobs continue to be filled by employees who are willing and qualified to do the work, without adversely affecting delivery of service to clients.

#### **16.07 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance Procedure.

### **ARTICLE 17 – HOURS OF WORK**

#### **17.01 Scheduling Hours of Work**

- a) No later than the third week of any month, the Employer shall post the proposed shift schedules for the following month for all members of the bargaining unit. Except for unplanned circumstances, including the needs of clients, a posted shift schedule shall not be amended without at least seven (7) days advance notice and consent of the affected employee.
- b) Any change in the posted schedule requested by an employee must be approved by the Executive Director, or designate, which approval shall not be unreasonably withheld.
- c) Existing scheduling of shifts shall not be materially changed by the Employer without advance consultation with both the Union and any employees affected.

#### **17.02 Normal Hours of Work**

- a) A normal shift for a 100% regular full time employee shall be 8 hours per day and 40 hours per week. The parties acknowledge the past practice of scheduling regular full-time positions that are less than 100%. The Employer acknowledges the desirability, where operational conditions permit, of maximizing available hours of work for regular full time employees. Nothing in this Article shall be interpreted as providing a minimum guarantee of hours or days of work.
- b) The Employer agrees that any regular employee who was a member of the bargaining unit as of September 1, 2003, and was not assigned to a 12-hour shift as of that date shall not be assigned to a 12-hour shift schedule without the consent of such employee. All other employees shall be provided at least 30 days advance consultation and notice before being assigned to regular 12-hour shifts.
- c) Every employee going off shift shall be responsible to provide appropriate reports to the oncoming shift, whether verbally or in writing. Where operational circumstances do not permit such reporting in a timely manner, the overtime provisions of Article 18.02 shall apply.

### **17.03 Lunch Hour Coverage**

For employees working the Monday to Friday day shifts, such shifts shall include a paid lunch break of not less than one half (1/2) hour, nor more than one (1) hour, as circumstances will permit. Lunch breaks may be taken away from Tearmann House when operational circumstances permit. Responsibility and accountability for the decision on whether it is practical to leave the workplace rests with the employee on duty at the time. To the extent other employees are available without additional cost to the Employer, the Employer will make every reasonable effort to maintain existing practice for lunch coverage for employee lunch breaks.

### **17.04 Rest Breaks**

- a) Where operational circumstances permit, every employee who works six (6) or more consecutive hours shall be entitled to two (2) separate, fifteen (15) minute paid rest periods at a predetermined time, to be scheduled in advance by the Employer, after consultation with the employee. Likewise, every employee who works more than three (3) but less than six (6) consecutive hours shall be entitled to a fifteen (15) minute paid rest period at a predetermined time, to be scheduled in advance by the Employer, after consultation with the employee. Responsibility and accountability for the decision as to whether it is practical to take a rest period rests with the employee on duty at that time.
- b) All lunch and rest breaks are non-cumulative and, operational conditions permitting, shall be taken at the scheduled time.

### **17.05 Assignment of Casual Work**

- a) Regular employees working less than eighty (80) hours biweekly who wish to work additional hours shall have priority claim to work normally performed

by Casuals and shall retain benefits, but be paid at **regular hourly** rates for such additional hours. Such opportunity shall not result in overtime or extra call-in claims. Such additional shifts shall be distributed equitably amongst those regular employees who express interest in such work and provide the Employer notice of availability to accept such additional shifts.

- b) The assignment of temporary work and the decision whether or not to replace a temporarily absent employee rests with the Employer.
- c) When Casual staff is required and the **Operations** Director is not available to provide directions, the person on duty will decide whether to call Casual staff as per the roster or protocol established by the **Operations** Director. In the event Casual staff cannot be obtained, compulsory call-in for the purposes of shift coverage shall be invoked in accordance with the roster provided by the **Operations** Director, which call-in shall be assigned on the basis of reverse order of seniority amongst qualifying members of the bargaining unit.

#### **17.06 Staff Meeting**

- a) Every employee in the bargaining unit shall be required, upon directions from the Employer, to attend the bi-weekly staff meeting, as part of the regularly scheduled hours of work. In the event an employee is required to attend when not otherwise scheduled to work, such employee shall have **their** bi-weekly hours of work adjusted to include therein three (3) hours for actual attendance at such staff meeting. In the event such staff meeting exceeds three (3) hours, such employee shall be provided time in lieu thereof at one point five (1.5x) times the extra hours beyond the three (3) hours scheduled.
- b) When there is no volunteer to cover during staff meeting(s), a casual employee will be scheduled to work for a minimum 3-hour period.
- c) Meetings with the program employee shall be held quarterly or as required, during their regularly scheduled hours of work.

#### **17.07 Maximum Hours of Work per Shift**

No member of the bargaining unit shall be required to work more than sixteen (16) consecutive hours. In the event that casual employees are not available, the Employer reserves the right to call in regular full time and part time employees.

#### **17.08 Rest for House Counsellors Working the Night Shift**

Subject to operational requirements, **House Counsellors working at night** will be provided with a two (2) hour rest period, including break entitlement.

#### **17.09 Shift Exchange**

Consent of the Executive Director **and/or Operations Director**, or designate, shall be required in advance for any exchange of shifts by employees. The Employer shall not be responsible for any change in payment to the assigned employee and

employees exchanging shifts shall be responsible for their own financial adjustments. The Employer and the Union shall agree upon a Shift Exchange Form to document and authorize such requests. Completion of the shift exchange form is a requirement.

#### **17.10 Compensation for House Counsellor**

- a) The Employer agrees to compensate House Counsellors for shift change and report, to a maximum of fifteen (15) minutes on Monday and Friday only.

The Executive Director **and/or Operations Director** has the discretion to approve additional shift change and report compensation, if necessary, during the life of this Agreement.

- b) When a Holiday is recognized on a Monday, the shift change premium shall be paid for the Tuesday, immediately following the Holiday

#### **17.11 Conflicts in Providing Service to Client**

No employee is permitted to provide direct service to a client whom the Executive Director **and/or Operations Director** reasonably concludes has such a personal or direct connection to the employee as to make the presence or involvement of such employee inappropriate or uncomfortable to the client. In such event:

- a) When the client arrives during the first four (4) hours of the employee's shift, the employee will leave the House immediately.
- b) When the client arrives during the last four (4) hours of the employee's shift, the employee will complete the shift.
- c) The employee will be scheduled off for the next two (2) calendar days. If scheduled for those two (2) days, there will be no loss of pay.
- d) If the client is still in the House after the two (2) day period, the employee shall be reassigned to alternate duties for that period of time that the client is present at Tearmann House. Such reassignment may include the temporary exchanging of responsibilities with one or more members of the bargaining unit as reasonably determined by the Executive Director **and/or Operations Director**.
- e) In the event the client leaves the House before the two (2) days have expired, the employee shall receive a minimum of twelve (12) hours' notice before being required to return to work.

- 17.12 A full-time position may be converted to a Job-Sharing position in accordance with the terms of the Job-Sharing Policy outlined in Appendix B.

## **ARTICLE 18 – OVERTIME**

### **18.01 Overtime**

Under normal circumstances, overtime shall be pre-authorized by the Executive Director **and/or Operations Director**. In circumstances where pre-authorization is not practical, a written request for approval of overtime shall be given to the Executive Director **and/or Operations Director** after the fact, by the person requesting such authorization. Such request shall set out the reasons for the overtime. All applications for overtime shall record the starting and finishing times of such work. In the event an employee is directed to perform overtime work by a representative of the Employer, such overtime shall be paid.

### **18.02 Calculation of Overtime**

Overtime shall not be paid until the employee has worked at least eight (8) hours in one day, or at least forty (40) hours in one week. For employees who work a twelve (12) hour shift, overtime shall not be paid until the employee has worked at least twelve (12) hours in one day. Overtime shall not include extra time worked at end of shift which is less than fifteen (15) minutes per shift, but if extra time worked is over fifteen (15) minutes, a minimum of one hour overtime shall be paid.

### **18.03 Compulsory Overtime**

Where operational conditions so require, overtime shall be compulsory. The Employer shall first seek volunteers from amongst the employees who normally perform the work. In the absence of such volunteers, mandatory overtime shall be imposed in reverse order of seniority, to the extent that such employees are available and have the required skills and ability.

### **18.04 Compensation for Overtime**

All overtime is to be compensated at the rate of one point five (1.5) times the hours worked, to be taken as time off in lieu or paid out at the rate of time and one-half (1½) for the overtime hours worked.

### **18.05 Distribution of Overtime**

Employees who normally perform the work will be given first preference in overtime. Subject thereto, overtime and call back time shall be distributed equitably, over a reasonable period of time, by the Employer, amongst employees who are willing and qualified to perform the available work. Any employee who believes such overtime is not being distributed fairly shall bring the matter to the attention of the **Operations Director** promptly in order to facilitate future equitable distribution. The Employer, in consultation with the Union, shall determine a procedure for identifying the appropriate pool of employees to be offered overtime opportunities.

### **18.06 No Layoff to Compensate for Overtime**

An employee shall not be required to take layoff during regular hours in order to equalize any overtime worked, except by mutual agreement between the Union and the Employer.

## 18.07 Minimum Call-Out Pay

Except for staff meetings described in Article 17.06, all regular full time and part time employees who are not at work and who are called out and required to work outside their scheduled working hours, shall be paid a minimum of three (3) hours at regular rate or time and one half for actual hours worked, whichever is greater.

## 18.08 Requested Extra Work

Overtime shall not apply to extra shifts which an employee has requested to work, whether pursuant to Article 17.09 or otherwise, or in circumstances where employees have requested to exchange shifts for their convenience.

# ARTICLE 19 – PAID HOLIDAYS

## 19.01 Paid Holidays

Employees shall be entitled to the following paid holidays:

- a) 

1) New Year's Day	7) Labour Day
2) Good Friday	8) Thanksgiving Day
3) Easter Monday	9) Remembrance Day
4) Victoria Day	10) Christmas Day
5) Canada Day	11) Boxing Day
6) Civic Holiday (first weekend in Aug.)	12) <b>February NS Heritage Day</b>
	13) <b>National Day for Truth and Reconciliation</b>
- b) Holiday pay shall be calculated at the employee's daily rate of pay as reasonably calculated by the Employer.
- c) Upon written application to the Executive Director **and/or Operations Director**, an employee may substitute International Women's Day for one of the holidays described above. **Upon written application to the Executive Director and/or Operations Director, an employee may substitute Canada Day for a different day off.**
- d) Where an employee observes a different religious holiday not included above, when Tearmann House is open on the holiday specified, the Employer shall allow such employee to substitute **the employee's** religious holidays for one or more of the religious holidays listed above.

## 19.02 Compensation for Working on a Holiday

Where the Employer has not arranged for a casual employee to work on a holiday, the Employer may require an employee to work on a paid holiday, in which case the employee shall be paid for the hours worked on the holiday at time and one-half, plus be given time off with pay equal to hours worked on the holiday, scheduled at a time mutually agreed to by the Employer and the employee.

### 19.03 No Pyramiding of Benefits

When a holiday falls within a period when an employee is on vacation, authorized sick leave, or any other authorized paid leave, and the employee otherwise qualifies pursuant to this Article, the day shall be considered a holiday only and no pyramiding payment or deduction of credit for any other type of leave will be made for that day.

### 19.04 Holiday for Regular Part-Time Employee

Regular part time employees and term employees who fulfil the qualifying conditions of this Article shall be entitled to such holiday, with pro-rated pay based on a percentage of hours and days normally worked, as calculated reasonably by the Employer.

### 19.05 Holiday on Weekend

- a) When any of the above-noted paid holidays fall on a Saturday or Sunday, and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding already applies to Monday) shall be deemed to be the holiday for the purpose of this Agreement. The employee may request to bank the holiday to be scheduled off at a later date with the approval of the Executive Director **and/or Operations Director**.
- b) When a holiday begins or ends on a Night Support Worker's shift, **the Night Support Worker** shall receive the entire shift off with pay.

### 19.06 Christmas and New Year's Day

- a) In the scheduling of shifts on holidays, the Employer shall determine the use of casual employees and/or members of the bargaining unit required to work such shifts. The Employer shall schedule the days off for Christmas and New Year's Day, in such a way that these days will be equitably divided amongst the employees. In the first year of this Agreement, selection of priority of Christmas or New Year's Day shall be in accordance with seniority. Thereafter, selection of first choice of either Christmas or New Year's Day shall be on a rotating basis as administered by the Employer.
- b) The Employer shall make reasonable best efforts to schedule casual employees for Christmas Day, Boxing Day and New Year's Day.

## ARTICLE 20 – VACATIONS

### 20.01 Vacation

- a) Regular full-time employees shall receive annual vacation with pay as follows:
  - i. **During the first six (6) months** of continuous service in the bargaining unit the **employee shall receive four percent 4% vacation pay on**

**the bi-weekly pay. After six (6) months continuous service but less than one (1) year in the bargaining unit the employee shall receive six and sixty-six hundredths (6.66) hours of vacation time per month.**

- ii. more than one (1) year of continuous service but less than four (4) years, at the rate of ten (10) hours per month to a maximum of one hundred twenty (120) hours.
  - iii. after more than four (4) years of continuous service, an additional eight (8) hours vacation per year of service beyond four (4) years, to a maximum of one hundred sixty (160) hours of vacation per year.
  - iv. after more than ten (10) years of continuous service, an additional eight (8) hours per year to a maximum of two hundred (200) hours of vacation per year.
  - v. after twenty (20) years of continuous service, an additional twenty-four (24) hours of vacation shall be credited to the applicable employee(s), to a maximum of two hundred twenty-four (224) hours of vacation.
  - vi. **after thirty (30) years of continuous service, an additional forty (40) hours of vacation shall be credited to the applicable employee(s), to a maximum of two hundred sixty-four (264) hours of vacation.**
- b) Regular part-time and term employees shall be entitled to vacation with pay on a prorated basis. However, an employee who in the previous calendar year worked an average of not less than sixty-four (64) hours bi-weekly shall be entitled to full vacation at such employee's regular rate of pay.
- c) Except for an employee qualifying under Article 20.01 a) i), in computing actual earnings for vacation pay, actual wages earned in the preceding calendar year, and not overtime or other payments, shall be the basis of calculation.
- d) Vacation entitlement is a benefit earned for time worked. It shall not accrue when an employee is on an unpaid leave of absence of more than sixty (60) workdays. While an employee is off on Worker's Compensation coverage, **the employee** shall continue to accrue vacation entitlement for the first six (6) months of such compensation. While off on Maternity Leave, **an employee** shall continue to accrue vacation benefits up to one (1) year of entitlement, provided that such entitlement shall only be claimable after return to regular employment for not less than ninety (90) days.

## **20.02 Scheduling of Vacation**

- (a) Requests for vacation that are submitted to the **Operations** Director by May 1<sup>st</sup> of each year shall be allocated on the basis of seniority, subject to operational requirements. Employees entitled to more than twenty (20) days vacation shall not be permitted to schedule such additional days until other members of the bargaining unit have been provided their vacation schedules. Any other vacation requests not submitted by May 1<sup>st</sup> shall be allocated by the Employer and distributed on a first come, first serve basis, subject to operational requirements. The Employer must respond to the request no later than May 30<sup>th</sup>. Vacation schedules shall not be changed without the consent of both the affected employee and the Employer.
- b) Requests for less than five (5) consecutive days of vacation may be submitted to the **Operations** Director. Approval is subject to operational requirements and at the reasonable discretion of the **Operations** Director.

#### **20.03 Vacation Pay on Termination or Retirement**

An employee who retires or is terminated prior to taking accrued vacation shall be entitled to a proportionate payment of vacation pay. Any unearned vacation taken shall be deducted from the employee's final cheque.

#### **20.04 Other Events Falling within Vacation**

- a) If a holiday to which an employee would normally be entitled falls on or is observed during an employee's vacation period, such employee shall be entitled to an additional day's vacation with pay, in lieu of such holiday, at **the employee's** prevailing rate and such day shall immediately follow the vacation period, unless otherwise agreed between Employer and employee.
- b) Where an employee qualifies for sick leave, bereavement or any other approved paid leave during **the employee's** period of vacation, there shall be no deduction from vacation credits for such period of qualification. The vacation so displaced shall either be added to the end of the vacation period or reinstated for use at a later date at a mutually agreed upon date between Employer and employee.

#### **20.05 Overtime Vacation Rate**

No employee shall be required to work during a scheduled vacation period. However, should an employee agree to work when requested during a scheduled vacation, **the employee** shall be compensated by time off in lieu, at two (2x) times hours worked.

#### **20.06 Banking Vacation Credits**

Vacations shall be taken in the calendar year earned and shall not be carried forward from year to year, except to the extent of not more than fifteen (15) working days where the employee is prevented by injury, serious illness or other circumstances beyond the employee's control from taking vacation during that year.

## **ARTICLE 21 – SICK LEAVE PROVISIONS**

### **21.01 Definition**

Sick leave refers to the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease that prevents attendance at work, or for necessary appointments with a physician, mental health practitioner, chiropractor, or dentist, where such appointments must be scheduled during working hours.

### **21.02 Calculation of Sick Leave Benefits**

- a) Employees shall accumulate sick leave at the rate of **twelve (12)** hours credit for each month worked, to a maximum of sixty (60) days (480 hours).
- b) Part time employees shall accumulate sick leave on a pro rata basis (i.e. 50% employee accumulates five (5) hours for each month worked, to a maximum of four hundred eighty (480) hours).

### **21.03 Use of Sick Leave Credits**

- a) Use of sick leave credits shall be reduced in increments of not less than one (1) hour per day, or actual time missed, whichever is greater.
- b) In all cases of sick leave, an employee must notify the Executive Director, or designate, as soon as possible, but at least one (1) hour before the commencement of the shift(s) to be missed by the employee. An employee who fails to call in sick within such deadline shall not receive sick benefits for such shift, unless the Employer is reasonably satisfied there was legitimate reason for such delay. The Employer shall from time to time designate the person and phone number to be contacted.
- c) Employees on sick leave shall make reasonable enquiries and shall endeavour to provide the Employer, where reasonably available, adequate advance notice of the anticipated date of return.

### **21.04 Medical Certificate**

- a) The Employer and the Union acknowledge financial viability of the sick leave plan is based in large part on the honour system, without proof of illness for each absence.
- b) Notwithstanding 21.04 a), at the request of Employer, the employee shall be required to provide proof of illness, injury or disability, including production of a medical certificate signed by a licensed medical practitioner, which certificate shall describe the general nature of the illness, injury or disability and the anticipated date of return to work, if available. Where the Employer is not satisfied with the medical certificate produced by the employee, the

Employer shall be entitled to require the employee to be examined by an independent medical practitioner selected by the Employer. The cost of obtaining such independent medical opinion shall be at the Employer's time and expense. If the Union objects to the Employer's selection of an independent medical practitioner, the matter shall be referred to the Executive Director of the Nova Scotia Medical Society, or designate, who shall select the appropriate qualified, independent medical practitioner.

- c) **Pursuant to Section 5(1) of the *Medical Certificates for Employee Absence Act* of Nova Scotia, the Employer may not require Medical Certificate with respect to an employee's absence from work due to the employee's sickness or injury unless:**
  - i. **The absence continues for more than five consecutive working days; or**
  - ii. **The employee has had at least two (2) non-consecutive absences of five (5) or fewer working days due to sickness or injury in the preceding twelve (12) months.**
- d) Employees who are on approved sick leave (paid or unpaid) will continue to accrue sick leave, vacation, holiday pay and other such financial benefits, including benefits in Article 24.01 – Pension Plan and Article 24.02 – Dental, Group Health and Medical Plan.

**21.05** The employer shall continue to pay their percentage of the Healthcare benefits for a period of three (3) months, when an employee is off sick. In order for this Article to apply, the employee must pay or make arrangements for payment of their percentage of contributions during the three (3) months.

#### **21.06 Return to Work**

- a) Where an employee has been off work on sick leave, the Employer shall be entitled to inquire as to the employee's ability to return to work, before scheduling such return. If the Employer has reasonable concerns about the employee's ability to perform **the employee's** regular duties, the Employer may require the employee to undergo a medical examination by an independent medical practitioner in the same manner as described in Article 21.04 b). In such case, the employee shall not return to work until such independent medical practitioner has expressed an opinion that the employee is fit to return to work and perform the regular duties of such position, or until an Arbitrator otherwise so orders.
- b) The Employer and the Union recognize their respective obligations to accommodate a disabled employee to the point where it is possible to do so without undue hardship. If a suitable accommodation is available, then a disabled employee has a duty to cooperate and assist the Employer and the Union.

**The duty to accommodate requires the Employer, the Union and the employee to cooperate at all times in an attempt to accommodate the employee.**

### **21.07 Substance Abuse**

- a) Where the Employer or the Union suspect an illness is caused by the abuse of alcohol or drugs, the Employer may direct the employee to undergo a medical examination by a medical doctor or other related health care professional who specializes in the treatment of alcohol and drug problems. An employee directed to undergo such examination shall be granted leave with pay to attend the examination. Where the employee voluntarily elects to undertake a full treatment and rehabilitation program approved by the Employer, the employee shall be entitled to utilize accrued sick leave in accordance with this Article.
- b) Nothing in 21.07 a) shall be interpreted to restrict the Employer's right to discipline, independent of such treatment program.

### **21.08 Posting of Sick Leave Credits**

Accrual of sick leave credits under this Agreement shall commence effective January 1<sup>st</sup>, 2003. The Employer shall provide each employee with their sick leave credits by January 31<sup>st</sup> of each year. The Employer shall also provide the Union President with the list of sick leave credits for each member. During the following thirty (30) days, an employee shall be entitled to make representations jointly to the Employer and the Union with respect to any revisions. After such thirty (30) days, the Employer and the Union shall jointly finalize such list, or failing agreement, refer the matter to arbitration for final settlement. Once such list is completed, it shall be deemed conclusive and shall not be open for challenge by either party or any employee. The final list will be signed by both the Union President and the Executive Director.

### **21.09 Sick Leave Fraud**

The Employer and the Union mutually agree that fraudulent application for sick leave shall be grounds for serious disciplinary action.

### **21.10 Illness of Family Member**

Where an employee is the only person who can be made available to care for the medical needs of a seriously ill member of the immediate family, as defined in Article 22, who is a dependent, parent, or who permanently resides within the employee's home, such employee shall be entitled to use up to eight (8) sick leave days per year to provide care for such patient. Additional unpaid Leave of Absence may be granted by the Employer, operational conditions permitting. Any such serious illness leave must be approved in advance and the Employer shall have the option of requesting medical certification in support of such request.

### **21.11 Confidential Records**

Confidential records related to sick leave records shall be filed within the employee's confidential personnel file. The Employer shall advise each employee of the amount of sick leave accrued to **the employee's** credit after the close of each calendar year.

## **21.12 Workers' Compensation Leave**

An employee on compensable Workers' Compensation leave shall, when fit to return to work, be returned to **the employee's** former position, if available. If the position is not available, has been phased out, or a staff reduction has been invoked, the Employer shall invoke the layoff and bumping procedures under this Agreement. When an employee is on leave due to workplace injury or illness, the Employer will pay fifty percent (50%) of the medical plan for the first six (6) months.

## **ARTICLE 22 – LEAVE OF ABSENCE**

### **22.01 General**

With the approval of the Executive Director, a general leave of absence without pay may, operational conditions permitting, and at the discretion of the Employer, be granted to an employee for a period not exceeding twelve (12) consecutive months. Employees granted an unpaid leave of absence of more than ninety (90) days shall not accrue or be entitled to, sick leave, vacation, holiday pay and other such financial benefits of employment during such leave. The employee shall be responsible for reimbursing the Employer in advance for the full cost of health premiums and related cost shared benefits described in Article 24, failing which such benefits shall not be available.

### **22.02 Union Functions**

Operational requirements permitting, and with the approval of the Executive Director, upon reasonable advance application by the Union, the Employer shall grant a Union leave of absence without pay to an employee who is elected or selected:

- a) as a member of the Executive Committee, CUPE, for the attendance at Executive Meetings; or
- b) as a CUPE delegate to attend special conventions, conferences and/or educational programs.
- c) No more than two (2) members of the bargaining unit shall be absent at the same time and such leaves shall not exceed a total of thirty (30) days in any year for all members of the bargaining unit unless further extension is otherwise approved by the Employer.
- d) At the written request of the Union, such employee shall receive the regular pay and benefits provided for in this Agreement when on such leave, provided the Union shall within thirty (30) days of invoicing, reimburse the Employer for all such pay during the period of absence.
- e) Any Union leave of absence shall be scheduled so as to minimize disruption of operational conditions. Attendance at a pre-scheduled provincial or national CUPE Convention shall be authorized regardless of operational conditions.

## 22.03 Maternity and Parental Leave

- a) An employee shall be entitled to pregnancy and/or parental leave in accordance with the provision of the *Labour Standards Code* (Nova Scotia).
- b) Maternity leave without pay shall cover a period of up to eighteen (18) months before and/or after the birth of a child.
- c) While on maternity, parental or adoption leave, an employee shall not suffer loss of seniority under this Collective Agreement.
- d) An employee on maternity, parental or adoption leave shall provide at least two (2) weeks advance notice of intended return to work. Upon such return, the Employer shall reinstate the employee to the position held immediately prior to going on maternity leave, if such position remains available. If the position is not available, has been phased out, or if staff reduction has been invoked, the Employer shall invoke the layoff and bumping procedures under this Agreement.
- e) The Employer shall, upon the request of an employee and receipt of a certificate from the Minister of Community Services, stating that such employee has filed a notice of proposed adoption, grant such employee an unpaid parental leave of absence in accordance with the provisions of the *Labour Standards Code* (Nova Scotia).
- f) During the period of maternity, parental or adoption leave, the employee shall continue to pay to the Employer, in advance of premium due date, **the employee's** share of all health benefit plan premiums, failing which such coverage shall be terminated.
- g) Maternity leave will be granted for any employee who has experienced a miscarriage or stillbirth in accordance with the guidelines established by Service Canada as follows:
  - i) When a pregnancy terminates within the first 19 weeks of pregnancy, it is considered an illness under Employment Insurance. If that is the case, sickness benefits may be paid as long as the qualifying conditions for sickness benefits are met.
  - ii) If the pregnancy terminates in the 20<sup>th</sup> week or later, the claim for benefits can be considered for maternity benefits if the qualifying conditions for maternity benefits are met.

## 22.04 Bereavement Leave

- a) **When the death of an employees' spouse (including common-law spouse), child or step-child occurs they shall be granted ten (10) working days leave, with pay.**
- b) When a death occurs in an employee's immediate family, they shall be granted five (5) working days immediately following the death, with pay.

Immediate family includes: fiancée, parent (including legal guardian or such other person who may have been responsible for the child rearing of the employee), mother/father in-law, step-parent, brother, sister, son/daughter-in-law, brother/sister-in-law, grandparent, grandchild or other family member(s) living in the household **or niece/nephew**. Entitlement to such **bereavement** leave shall be for purposes of grieving and shall be taken immediately following the death.

- c) An employee shall be granted one (1) calendar day with pay **for the death** of the employee's aunt **or** uncle.
- d) If a death occurs in the employee's immediate family while the employee is at work or scheduled to go to work, the employee shall be granted additional bereavement leave with pay for the remainder of the shift for that day.
- e) For any such **bereavement** leaves, additional days may be granted at the discretion of the **Operations** Director if the employee is required to attend the funeral outside the Province of Nova Scotia.
- f) The Employer may grant additional bereavement leave, with or without pay, where it deems circumstances so warrant.
- g) In the event of the death of a co-worker, employees shall be entitled to time off with pay to attend the funeral service.

## **22.05 Paid Jury Duty Leave**

The Employer shall grant paid leave of absence without loss of seniority or other benefits to an employee who serves as a juror in any Court proceedings. Time spent by an employee as a non-litigant Court witness in any matter arising out of **the employee's** employment shall be considered as time worked at the appropriate rate of pay.

## **22.06 Educational Leave**

- a) The Employer shall assist employees taking work-related, part-time courses, in so far as rescheduling of work hours is concerned.
- b) An employee shall be entitled to a paid leave of absence to write examinations approved by the Employer in order to upgrade **the employee's** employment qualifications.
- c) Recognizing the value of further education related to the nature of the work, the Employer, on request, may grant an education leave without pay to employees who have been employed a minimum of one (1) year continuous service. Upon completion of such unpaid leave of absence, the employee shall return to **the employee's** former or equivalent position, if available, without loss of seniority.

## 22.07 Self Care Days

A qualifying employee shall be given permission by the **Operations** Director to take a maximum of **three (3)** shifts per year as "self care days".

## 22.08 Domestic Violence

- Tearmann Society for Abused Women and the Union recognize that one in three women are experiencing domestic violence, therefore it is possible that an employee may find **themselves** in an abusive situation that could affect **the employee's** attendance and performance in the workplace. In the event that a unionized employee discloses to the Employer that **the employee** is in an abusive relationship, the Employer agrees to accommodate the employee in the following ways:
- Provide the employee with up to **seven (7)** days of paid leave with an additional leave of absence, as outlined in the Nova Scotia's Domestic Violence Leave legislation, if needed.
- Continue to pay the employers portion of the medical benefits and pension during a DV leave.
- Employee's may request a workplace accommodation
- The employer agrees to maintain the confidentiality of an employee using Domestic Violence Leave.
- The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of domestic violence.
- If necessary, the employer will implement workplace safety protocols (i.e. high risk to the shelter).

# ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

## 23.01 Bi-weekly Pay

The Employer shall pay earned hourly wages bi-weekly on every other Thursday. All regular pay will be directly deposited into each employee's bank account. All pay stubs showing a list of deductions **will be accessible through Easy Pay/Stub. If any additional pay earned is not submitted by the end of the pay period, it shall be paid on the next regular pay.** The Employer shall only make deductions authorized by Statute, Court Order, Arbitration Order or by agreement.

## 23.02 Schedule of Wages

Hourly wages shall be as set out in Appendix "A" attached.

### 23.03 Pay on Temporary Transfer, Higher-Rated Job

Where an employee is specifically requested by the Employer to temporarily perform the duties of a higher paying classification within the bargaining unit for more than one (1) shift, and provided such employee has the necessary skills for such classification, **the employee** shall receive the rate for that position at the same increment level as such employee's current position.

### 23.04 Pay on Transfer, Lower Rated Job

Except where the employee is exercising bumping or seniority rights, when an employee is temporarily assigned by the Employer to a position paying a lower rate, **the employee's** rate shall not be reduced.

### 23.05 Vacation Pay

Upon providing at least seven (7) calendar days advance notice, an employee may receive on the last office day preceding commencement of **the employee's** annual vacation, any post-dated pay cheques which may fall due during the period of vacation.

### 23.06 Travel Allowance

Any travel reimbursement for which the employee qualifies shall be paid at the most up-to-date current rate authorized by the Department of Community Services for government employees.

### 23.07 Meals and Accommodation

Authorized meal per diems shall be paid at the following amounts:

Breakfast	\$ 7.00
Lunch	\$15.00
Dinner	\$20.00

The Employer shall have the discretion to annually revisit and increase such maximum amounts.

Where accommodations are required, the cost may be expensed and paid by the Employer upon provision of hotel receipt for same and approved by the Executive Director or their designate.

### 23.08 Legal Counsel

- a) Where an employee, as a result of acting lawfully in the performance of **the employee's** duties, without negligence or wilful misconduct, is wrongfully prosecuted or sued by a party other than Her Majesty, The Queen or the Employer, the Employer shall undertake to defend **the employee**, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine. An employee shall not be

considered to be acting outside the scope of **the employee's** duties because of a mere error in judgement made in good faith. In order to qualify for such legal assistance, the employee shall be obligated to cooperate fully in all respects with both the Employer and the legal counsel provided to such employee. The Employer shall have the full power and authority from the employee to negotiate, compromise or settle any such claims, and upon such terms and conditions the Employer deems appropriate. The employee shall not be obligated to agree to any terms of settlement. Conditional only upon the obligation of truthfulness and cooperation, the employee shall not be required to admit liability or apologize or otherwise accept responsibility for any negotiated terms of settlement. In the event the employee retains **their** own legal counsel with respect to such matter, the Employer shall be relieved of all obligations under this Article.

- b) In the event subsequent events demonstrate that the claimant was not qualified for such legal assistance and the claimant intentionally misled the Employer in order to gain such assistance, any reasonable costs paid by the Employer to such legal counsel shall be repayable by such claimant. The Employer shall have the right to withdraw such legal counsel from proceedings in the event it concludes the claimant does not qualify. If the Employer is in error in failing to provide, or continue to provide, such legal assistance, the employee may file a grievance for recovery of all legal costs reasonably incurred by the employee in substitution for such legal assistance.

### 23.09 Acting Pay

- a) It shall remain within the discretion of the **Operations** Director to identify an employee within the bargaining unit who shall assume responsibility of the **Operations** Director in **their** absence. In the absence of the **Operations** Director, employees shall take directions from such designated representative of the **Operations** Director. In the event a member of the bargaining unit is designated as Acting **Operations** Director, such employee shall not lose seniority and shall receive an additional twenty percent (20%) of **the employee's** normal hourly wages to a maximum of forty (40) hours per week in compensation for such additional duties. The Acting **Operations** Director will also receive two (2) hours' pay, at the employee's regular hourly rate, for each day, they are not scheduled to work. If the Acting **Operations** Director needs to go into the workplace on their regular scheduled day off, Article 18.07 shall apply and shall be compensated **the employee's** regular rate plus twenty percent 20%.
- b) The selection of any member(s) from within the bargaining unit shall be at the discretion of the **Operations** Director and shall be utilized as an opportunity for training and assessing leadership skills. Any such additional compensation may be granted in the form of accumulated time off, to be taken at a mutually agreeable time to the employee and the Employer or paid out.
- c) During such service as Acting **Operations** Director, such employee shall continue to accumulate seniority in the bargaining unit and receive all wages

and benefits accruing hereunder, but otherwise shall be deemed during such acting capacity to be outside the bargaining unit.

No member of the bargaining unit shall be designated as **Operations** Director without the consent of such employee, which shall not be unreasonably withheld.

### **23.10 Inclement Weather**

- a) An employee shall make every reasonable effort to attend at the workplace during periods of inclement weather. However, if an employee is unable to get to work due to road closures or because local police authorities have recommended that motorists stay off the roads, **the employee** shall not suffer a loss of pay for the time missed if **the employee** has sufficient lieu time, holiday or vacation time banked to cover the loss or with approval of the **Operations** Director, the employee may opt to take the day with no pay. The exception to this would be if the provincial authority declares a state of emergency, then there shall be no loss of pay for the scheduled time missed.
- b) In consultation with the **Operations** Director (or designate) the employee(s) may discuss rescheduling the missed hours.
- c) If a Program Counsellor is able to attend work during inclement weather, **the Program Counsellor** will not be expected to travel to meet clients when local authorities have advised against driving.

## **ARTICLE 24 – EMPLOYEE BENEFIT PLANS**

### **24.01 Pension Plan**

Upon ratification, The Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan). The contribution rates shall be:

- 7.5% upon ratification;
- 8% as of April 1<sup>st</sup>, 2026 (Employer and employee); and
- 8.4% as of March 31<sup>st</sup>, 2027 (Employer and employee).

### **24.02 Dental, Group Health & Medical Plan**

The Employer agrees to continue participating in the THANS Group Insurance Policy. The Employer agrees to pay 50% of the premiums of this Plan and the employee shall have the option to participate by contributing the remaining 50% of premium. The Union shall be informed of any material changes to the Group Policy proposed by THANS. If the THANS group coverage is discontinued, the parties shall immediately meet to transfer to a new plan with the existing cost share of premiums being unchanged. Provided however that the Employer shall not be responsible for any increase in such coverage on a per member basis of more than ten percent (10%) above existing premium costs.

## ARTICLE 25 – HEALTH AND SAFETY

### 25.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting rules and practices which encourage an occupational environment which will enhance the psychological conditions of employees, and which will provide reasonable protection from factors adverse to employee health and safety.

### 25.02 Injury Pay Provisions

An employee who is injured on duty shall immediately report such injury and seek appropriate medical attention. Any employee whose injury requires leave for immediate medical treatment shall receive payment for the rest of the shift at **the employee's** regular rate of pay, without deduction from sick leave, if such employee is not medically fit to return to work for the balance of such shift. Any employee injured on shift shall cooperate promptly and fully with the Employer and provide all reasonable particulars of the circumstances of the accident and the extent of injury.

### 25.03 Safe Working Environment

- a) Employees shall be responsible for completing an early assessment of any male client in Tearmann House who may be perceived as a risk to a safe and secure working environment. In the event of uncertainty, the Executive Director or person in charge, upon the request of an employee, shall direct that not less than two employees shall remain on duty, unless and until the risk assessment has been performed.
- b) If, during other times when there is only one staff member present at the House, such employee feels that working conditions are such that a safe and secure working environment is at risk, such employee shall immediately notify the Executive Director **and/or Operations Director**, and the Employer shall call in an additional employee to provide double coverage.
- c) It is mutually agreed that the Employer, the Union and all members of the bargaining unit share a joint responsibility to cooperate to the fullest extent possible towards the prevention of accidents and the reasonable promotion of safety and health within the workplace.
- d) When the Outreach Counsellor has assessed a client as having signs of aggression, **the Outreach Counsellor** shall document those signs and make arrangements to meet the client at the shelter and develop a plan with shelter staff regarding safety. If a client continues to display signs of escalating aggression, including verbal threats of harm to anyone's personal being, the session shall immediately stop and a determination as to whether the client is appropriate for service will be made by the Counsellor and the **Operations Director**.
- e) When working with an aggressive resident, employees will follow current Tearmann House policy for working with aggressive clients. If the employee

feels unsafe due to aggressive behaviour, then the employee shall contact the Operations Director for double coverage.

- f) The Employer will make every reasonable effort to hire someone to shovel exits and driveways when required.

#### 25.04 First Aid

The Employer shall have the authority to direct members of the bargaining unit to take a Level C First Aid course, the cost of which shall be paid for by the Employer. Employees taking such First Aid training shall be granted time off with pay for time spent taking such courses as directed by the Employer. The Employer shall provide a First Aid Kit in a convenient work location. It shall be the responsibility of the Health and Safety Committee to monitor the contents of the First Aid Kit.

#### 25.05 Health and Safety Committee

The Union and the Employer agree to hold monthly Health and Safety meetings.

- All time spent for meetings of this committee shall be considered time worked and paid at the employee's regular hourly rate.
- The Committee shall convene within thirty (30) days of the signing of this Agreement.
- This Committee shall create its own terms of reference.

#### 25.06 Workers' Compensation

- a) When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease, and the employee shall be paid only the Workers' Compensation benefits.
- b) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

### ARTICLE 26 -- TECHNOLOGICAL CHANGE

26.01 Technological change means the introduction of material, equipment or processes of a significantly different nature or kind than that previously used in the Employer's

operation, such that such change materially impacts the work performed by one or more members of the bargaining unit.

**26.02** Where technological change is reasonably foreseeable, the Employer shall provide at least thirty (30) days advance notice of such planned introduction or implementation of technological change to both the Union and any employees who may be reasonably expected to be affected by such change.

**26.03** The Employer shall seek ways and means of minimizing the adverse effects on employees which may result from technological change. Such initiative shall include consultation with the affected employees, in an effort to reach agreement on solutions to minimize adverse effects.

**26.04** An employee who is rendered redundant or displaced from a position as a result of technological change shall be given an opportunity to bump in accordance with seniority, provided such employee has the required skills and ability to perform the job.

## **ARTICLE 27 – GENERAL CONDITIONS**

### **27.01 Proper Accommodation**

Existing arrangements regarding employees having a place to have their meals and to store and change their clothes shall be maintained for the life of this Agreement.

### **27.02 Bulletin Boards**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings, and such other reasonable notices as may be of interest to the employees.

### **27.03 Personnel Records**

The personnel records of an employee or former employee shall be kept confidential and only used by the Employer as reasonably required by the circumstances.

### **27.04 Letter of Reference**

Upon satisfactory termination of Employment, the Executive Director shall, upon request, provide an appropriate letter of reference on behalf of the Employer.

### **27.05 Employer Dissatisfaction with Job Performance**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning **the employee's** work within fifteen (15) working days of the Employer's knowledge of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **the employee's** record for use against **the employee** in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be

applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work.

## **ARTICLE 28 – MERGER PROTECTION**

### **28.01 Recognition of Seniority and Service Credits**

In the event the Employer merges or amalgamates with any other comparable organization, the Employer undertakes to make best efforts to ensure that members of the bargaining unit are credited with appropriate seniority rights and receive appropriate service credits with the new Employer with respect to benefits for vacation, sick leave credits and other benefits recognized by any new Employer.

### **28.02 Amalgamation, Regionalization and Merger Protection**

The Employer undertakes to explore with other comparable organizations in the Province of Nova Scotia the reciprocal honoring of service credits where an employee transfers between one such organization and another, in order to promote portability of service credits within the workplaces across the Province of Nova Scotia.

## **ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE**

### **29.01 Labour Management Committee**

The Labour Management Committee will encourage an interchange of information, ideas and opinion on matters of mutual interest and concern. The parties acknowledge this Committee shall be a cooperative venture, and shall not address grievances, matters of collective bargaining, or the administration of this Collective Agreement.

The Committee shall be composed of the following members:

- i) Two representatives of the Employer, **as determined by the Employer;**
- ii) Two employees who are members of the Union, **as determined by the Local Union;**

### **29.02 Meetings of Committee**

- a) The Committee shall meet at least three (3) times during each year, and such additional times as shall be mutually agreed upon by the parties.
- b) Employees shall not suffer loss of pay for attendance at such meetings.

- c) An Employer representative and Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by a recorder and signed by the joint Chairpersons. The signed copies of the minutes shall be made available to each of the Committee members within a reasonable time.
- d) The Employer agrees to provide to the Committee, upon request from the Union, copies of all policy manuals or non-confidential rules, regulations, motions or directives adopted by the Employer which may impact upon the rights of the members of the bargaining unit.

## **ARTICLE 30 – PROFESSIONAL STANDARDS**

### **30.01 Professional Code of Ethics**

The parties agree to support professional standards and applicable Codes of Ethics of duly recognized self-governing professional bodies of employees. No employee shall be disciplined for refusal to carry out a job assignment which is contrary to the Code of Ethics of the governing body of the employee's professional association.

### **30.02 Standards for Transition Houses**

The parties agree to support the Standards for Transition House member organizations.

## **ARTICLE 31 – TERM OF AGREEMENT**

### **31.01 Duration of Agreement**

This Agreement shall be binding and remain in effect from **April 1, 2024 to March 31, 2027**, or until a new Collective Agreement is signed between the parties.

### **31.02 Changes in Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement. The retroactivity of this Agreement to **April 1, 2024** shall be for accrual of benefits and other such calculations, but shall not apply to attract penal consequences to either of the parties with respect to what otherwise would be a breach of this Agreement between **April 1, 2024** and date of signing.

### **31.03 Notice to Bargain**

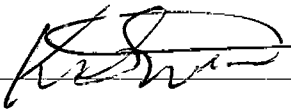
Either party desiring to propose changes to this Agreement shall within ninety (90) days of the termination date give notice in writing to the other party of the changes proposed. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

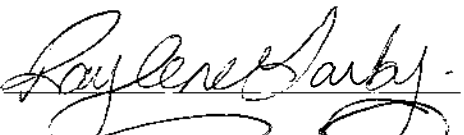
14. All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the remaining terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of November, 2024.

SIGNED ON BEHALF OF:

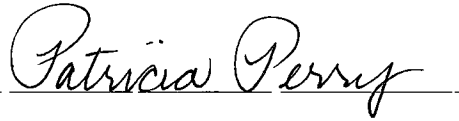
TEARMANN SOCIETY FOR ABUSED WOMEN

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

CUPE LOCAL 4459

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

## APPENDIX 'A' – WAGES

	On Expiry (current)	01-April-2024	01-April-2024	01-April-2025	01-April-2026
		(classification adjustment)	(economic adjustment) 3%	2%	2%
<b>Start</b>	\$23.54/hour	\$26.54/hour	\$27.34/hour	\$27.89/hour	\$28.44/hour
<b>After Year 1</b>	\$24.83/hour	\$27.65/hour	\$28.48/hour	\$29.05/hour	\$29.63/hour
<b>After Year 2</b>	\$25.26/hour	\$28.80/hour	\$29.66/hour	\$30.26/hour	\$30.86/hour
<b>After Year 3</b>	\$26.04/hour	\$30.00/hour	\$30.90/hour	\$31.52/hour	\$32.15/hour
<b>After Year 4</b>	\$27.37/hour	\$31.25/hour	\$32.19/hour	\$32.83/hour	\$33.49/hour

### DEPARTMENT OF COMMUNITY SERVICES PAY INCREASES

In the event the Department of Community Services increases the Professional Classification and Pay Plan for any position or classification during the term of this Collective Agreement, all employees shall receive the benefit of the increase from the Department, retroactive to the date that funds are made available to the Employer for that purpose. Retroactive pay shall be issued as a separate cheque.

## APPENDIX 'B' – JOB SHARE

Pursuant to Article 4.02(c), the Employer and the Union agree that a full-time position may be converted to a Job Sharing position in accordance with the terms of the Job Sharing Policy.

A "Job Sharing Position" means the duties of a full-time position are divided between two people. The job sharers share the responsibilities of one full-time job, dividing the pay, holidays and other benefits between them according to the number of hours worked.

Each Job Sharer will be issued an individual job description and will be a member of the bargaining unit of the Local.

The Employer and Union agree to interpret the application of the following Articles of the Agreement to a Job Sharing Position in the following manner:

- (1) Article 14.04 - The Employer may determine a probationary employee in a Job Sharing Position is not suitable and may terminate the probationary employee without cause if the **Operations** Director decides the job share initiative has not been successful.
- (2) Article 15.03 - The Employer may determine an employee is unable to adequately perform the duties of the new position during the trial period and return the employee to their former position if the **Operations** Director decides the job share initiative has not been successful.

### JOB SHARE POLICY

#### Objectives

- To retain skilled and experienced employees who may no longer be able or no longer wish to work full-time.
- To remove a barrier that some staff, particularly women, face if they wish to combine a career with family responsibilities.
- To provide opportunities for career development among Tearmann staff.

#### Definitions

"Job Sharing" means the duties of a full-time position are divided between two people. The Job Sharers share the responsibilities of one full-time job, dividing the pay, holidays and other benefits between them according to the number of hours worked.

"Job Sharer" means an employee working in a Job Sharing position with another employee. Each Sharer is deemed to be a regular part-time employee with all rights and benefits of the Collective Agreement on a pro-rated basis.

### **Job Sharing Requests by Employees**

A Regular Full-Time employee may request that their position convert to a job sharing position. An employee wishing to job share must:

- (1) First discuss their request with the **Operations** Director; and then
- (2) Submit their request in writing to the **Operations** Director and copy their request to the Union Local.

The employer will submit a written receipt of the job share request within seven (7) days to the employee and to the Union Local.

Written requests must normally be received at least two (2) months in advance of the proposed implementation date of the job sharing agreement.

A decision will normally be made within thirty (30) days of the written request being received. The **Operations** Director may extend the deadline for a reasonable period of time but not to exceed fifteen (15) days. A decision to grant a job share request shall be at the sole discretion of the **Operations** Director.

### **Job Sharing Positions**

Any job sharing opportunity will be posted as per method of selection outlined in the Collective Agreement.

### **Job Sharing Work Patterns**

Job sharing involves the division of regular working hours. There are various ways time might be divided, for example:

- (1) Shared Week: Job Sharer A works the first half of every week while Job Sharer B works the second half;
- (2) Alternate Bi-weekly: Job Sharer A works the first two (2) weeks of the month while Job Sharer B works the last two (2) weeks of the month.

Any working pattern will be dependent on the best fit between the needs of the Employer and the Job Sharers. The **Operations** Director will decide the working pattern after consultation with the Job Sharers, but the decision will be at the sole discretion of the **Operations** Director.

If a Job Sharer is absent, the other Job Sharer shall have priority claim to the work normally performed by the absent Job Sharer.

### **Interpretation of the Collective Agreement**

The Employer and Union agree to interpret Articles 14.04 and 15.03 of the Agreement to a Job Sharing Position in the manner set out in Memorandum of Understanding.

Termination of Job Share

The job share arrangement will be subjected to a review within a three (3) month probationary period.

This review will enable the Operations Director to assess the suitability of participants, and the feasibility of the job share situation. Any difficulties will be discussed directly with the participants by the Operations Director.

In the case that the Operations Director decides the job share initiative has not been successful or does not fit the operational needs of the organization or program the job share will revert to the original full-time job. The Employer will give both participants in the job share notice of no less than (3) three months before termination of the job share arrangement.

If one or both of the Job Sharers is a probationary employee, the failure of the job share initiative is sufficient grounds for the Operations Director to determine the probationary Job Sharer(s) is unsuitable and terminate the Job Share(s) without cause.

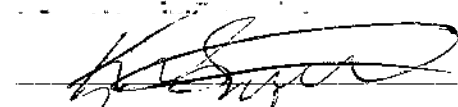
If neither of the Job Sharers in the unsuccessful job share initiative are probationary employees, each Job Sharer will be returned to their former position as per Article 15.03.

If one person of the job share vacates their portion, the Operations Director has the option of reverting the position to a full-time position or continuing the job share initiative.

If the Operations Director elects to reverse the position to the original full-time position, the post will be offered in the first instance to the remaining Job Sharer on a full-time basis.

If the Operations Director elects to continue the job share initiative, reasonable efforts will be made to fill the vacant half. The remaining Job Sharer will normally be expected to work extra hours until a replacement is found. If the Operations Director is unable to fill the vacant half of the job sharing position, the Operations Director will convert the position to the original full-time position.

DATED THIS 19<sup>th</sup> DAY OF November 2024



Kaylene Garby



Patricia Perry

Lori Miller

Bruce Macdonald

**LETTER OF UNDERSTANDING**  
**Between**  
**Tearmann Society for Abused Women**  
**And**  
**CUPE Local 4459**

---

**RE: Respectful Workplace Policy**

**POLICY STATEMENT**

Tearmann Society for Abused Women is committed to providing an environment that promotes respect and dignity to all clients, staff, volunteers and board/society members, contractors/subcontractors and other professionals. Harassment, bullying and discrimination, in any form, is unacceptable and will not be condoned or tolerated.

This policy will foster a respectful workplace by promoting the prevention of harassment and bullying, and the prompt resolution of any violations of the Respectful Workplace Policy

**DEFINITIONS**

**Harassment** – Any improper conduct by an individual that is directed to another person or persons, and that individual knew or ought reasonably to have known, would cause offence or harm. This would include comments or displays that demeans, belittles or causes personal humiliation or embarrassment and any act of intimidation or threat.

*Harassment may include but not limited to:*

Verbal abuse or threats;  
Stalking, unwelcome and inappropriate requests whether direct or indirect;  
Unwelcome remarks, jokes, or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sex, or sexual orientation;  
Unwanted physical contact, such as touching, patting, pinching, or punching.

Harassment is **not** regular performance evaluations, routine supervision or appropriate disciplinary action, and operational directives.

**Discrimination** – A form of harassment that is based on discrimination against an individual or class of individuals on account of age, race, color, religion, creed, sex, sexual orientation, gender identity, gender expression, physical disability, mental disability, ethnic, national or aboriginal origin, family status, marital status, source of income and political belief, affiliation or activity.

**Bullying** - Bullying is usually seen as acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people.

*Bullying may include, but is not limited to:*

Spreading malicious rumors, gossip, or innuendo;  
Excluding or isolating someone socially;  
Intimidating a person;  
Yelling, profanity, belittling;  
Undermining or deliberately impeding a person's work;  
Physically abusing or threatening abuse;  
Making jokes or demeaning remarks that are 'obviously offensive' by spoken word, text, social media or e-mail;  
Criticizing a person persistently or constantly;  
Tampering with a person's personal belongings or work equipment.

**Cyberbullying-** Any bullying that occurs through the use of electronic communication (email, text, social media, etc.). Incidents of cyberbullying should be reported and will be investigated in accordance with this policy.

**Sexual Harassment** – Any objectionable, coercive, or aggravating comment or attention of a sexual nature and verbal and physical sexual advances to a person or persons that is known, or ought reasonably to be known to be unwelcome. This also includes actions or communications with a sexual connotation or component that are directed at no one person in particular but create an intimidating, demeaning, or offensive environment.

**Domestic Violence-** A person who has a personal relationship with an employee- such as a spouse or former spouse, current or former intimate partner or a family member- may physically harm or attempt or threaten to physically harm, that employee at work. In these situations, domestic violence is considered a workplace issue.

**Retaliation** - A reprisal, threat or attempt to intimidate, against any person for alleging a violation of this Policy, providing information relevant to a complaint under this Policy, or participating in any process under this Policy. Retaliation will be considered an act of harassment.

**Workplace** - includes, but is not limited to, the offices and buildings of Tearmann Society **for Abused Women**, washrooms, training sessions, business travel, conferences, work related social gatherings, vehicles, telephone communications, faxes, electronic mail, texting, etc. It also includes any location, event or activity where the actions of an employee, resident, volunteers, students and contractors, whether on duty or not, will have such repercussions as to seriously affect or negatively impact the workplace environment.

**Complainant** – the individual making the complaint of harassment and/or bullying.

**Respondent** – the individual about whom the complaint is made.

**Bad Faith Complaint** - a Complaint made with no reasonable basis in fact, with malicious intent, or in bad faith.

## **APPLICATION OF POLICY**

This policy applies to all clients (resident/non-resident), staff, volunteers and board/society members involved with Tearmann Society for Abused Women.

## **POLICY REQUIREMENTS**

- all clients (resident/non-resident), staff, volunteers, and board/society members must be informed of this policy.
- The policy will be posted on the Tearmann Website (tearmann.ca)
- Early resolution should be used to resolve problems at the outset.
- Mediation must be offered before an investigation is initiated.
- Corrective action must be timely in all situations of harassment and bullying.

## **EXPECTATIONS**

### **Clients (resident/non-resident), staff, volunteers, board/society members, contractors, subcontractors, and other professionals:**

- are expected to act towards other individuals professionally and respectfully.
- who believe they have been treated in an improper and offensive manner are expected to communicate their disapproval or unease to the offending party as soon as possible, they may do so directly or through the Executive Director (ED).
- expect prompt action if they report an incident of harassment.
- expect to be treated without fear of embarrassment or reprisal when dealing with a harassment and/or bullying situation.
- will be encouraged to participate in a resolution process before proceeding with the Complaint or Grievance process.

### **Executive Director**

- The ED is expected to lead by example and to act respectfully and impartial in dealings with clients (resident/non-resident), staff, volunteers, board/society members, contractors/subcontractors and other professionals.
- The ED can expect to have access to learning opportunities on the prevention and resolution of harassment and bullying.
- The ED is expected to ensure that clients (resident/non-resident), staff, volunteers, board/society members contractors/subcontractors and other professionals are aware of the policy and remind them of its contents when deemed necessary.
- The ED is expected to intervene promptly when **they** become aware of improper or offensive conduct and to involve the parties in resolving the issue.
- The ED is expected to address any alleged harassment and bullying of which they are aware, whether or not a complaint has been made.
- The ED is expected to handle all harassment and bullying situations confidentially and to ensure that others act accordingly.
- The ED is expected to address the needs of the parties concerned during and following a complaint in order to establish or re-establish harmonious working relationships.
- The ED will keep a confidential record of all information pertaining to the

complaint in a locked filing cabinet until the complaint process is complete. An unfounded complaint against a member of CUPE Local 4459 will not be kept in a separate complaints file. No documentation in relation to the harassment and bullying or complaint process will be placed in the personnel file of either party unless the outcome of the complaint process leads to disciplinary action.

- The ED will ensure that both the complainant and the respondent have access to support and advice during any of the processes.
- The ED will advise all unionized employees (CUPE Local 4459) that they are entitled to have a shop steward or union representative present during any interview or the investigative process.

## Employees

- It is the responsibility of everyone within Tearmann Society for Abused Women to promote a respectful and productive workplace. When individuals do not speak up about the presence of harassment, discrimination, violence, or improper activity or behavior, the individual silently condone the actions, and such actions may become more widespread.
- Any individual who witnesses such actions should:
  - Offer the person support and inform them that you witnessed the incident.
  - Encourage the person to come forward and let them know that you will be a witness and will provide a statement in the event of an investigation.
  - It is important that management is aware of the harassment, discrimination, bullying, violence, or improper activity or behaviour taking place in the workplace. Inform the Executive Director **and/or Operations Director** what you witnessed so that this type of behaviour can be addressed as soon as possible.

## EARLY RESOLUTION

The objective of early resolution is to resolve any situation or conflict as soon as possible in a fair and respectful manner. Resolution can be completed in one of two ways:

- The complainant communicates their concerns directly to the respondent – the complainant should clearly inform that the behaviour is unwelcome and must stop. It may prove to be useful to have a witness present.
- If the complainant feels uncomfortable speaking directly with the respondent, they can express their concerns to the ED **and/or Operations Director** and request the ED's **and/or Operations Director's** assistance in resolving the situation. The ED **and/or Operations Director** may act as a mediator between the complainant and respondent. **The ED and/or Operations Director** may also solicit an external or third-party mediator.
- If the complaint is against the ED then Article #39, 'Complaints Against the Executive Director,' of the Personnel Policies will be followed.

## COMPLAINT PROCESS

If early resolution is not effective in resolving the situation or the complainant prefers to file a formal complaint, they have the following options:

- The Complaint Procedure, which applies to all individuals (clients (resident/non-resident), staff, volunteers, board/society members).
- The Grievance Procedure, which is only available to unionized employees.

### Complaint Procedure

1. The clients (resident/non-resident), staff, volunteers, and board/society members, contractors/subcontractors and other professionals will submit a complaint to the **ED or Operations Director** (or the Chair of the Board if the complaint is against the ED). The complaint must include the nature of the allegations, name of the respondent, relationship of the respondent to the complainant, date and description of incident(s), and names of any witnesses.
2. The **ED or Operations Director** then screens the complaint to ensure that the above noted information is included and that the complaint is being filed within one year of the alleged harassment and/or bullying leading to the complaint, unless there are extenuating circumstances.

If the criteria have not been met the **ED or Operations Director** informs the complainant in writing that they cannot accept the complaint and may suggest another means of resolving the issue.

The **ED or Operations Director** further screens the complaint to determine if the allegations are related to harassment or bullying.

If the complaint is not related to harassment and/or bullying then the **ED or Operations Director** informs both the complainant and the respondent in writing and directs both parties to an appropriate avenue to resolve the situation, e.g. early resolution.

If the complaint is related to harassment and/or bullying, then the ED forwards the complaint on to **the members of the Board of Directors**.

If the respondent is a member of CUPE Local 4459, **the employee** will be notified, of the concerns or allegations of harassment and bullying, within 15 working days of the ED's knowledge of the complaint. (As per Article 27.05 of the Collective Agreement)

The **members of the Board of Directors** will be expected to:

- Be impartial in any complaint process they are involved in.
- Ensure complete confidentiality of each case.

3. The **members of the Board of Directors** will:

- Determine what efforts have been made to resolve the problem.

- **Decide if they will do an investigation of their own.**
- **Determine whether an internal or external investigation is required.**
- Meet with both parties if required.

The **members of the Board of Directors** will inform both parties, in writing that an investigation has been completed and ensure that corrective measures are taken, if warranted. Confidential details of any corrective or disciplinary measure, that may become a part of the respondent's personnel file, will not be disclosed to the complainant.

If mediation occurs any time during the investigation process, the investigation is suspended. It can be resumed only if the mediation is unsuccessful.

If the complainant is a member of CUPE Local 4459 and is unsatisfied with the decision **the employee** may, within 7 working days of the complaint decision, file a grievance as per Article 11 of the Collective Agreement between Tearmann Society for Abused Women and CUPE Local 4459.

**Grievance Procedure**

Unionized employees have this procedure as an option. This can be done in addition to the complaint procedure or alone.

Unionized employees can file grievances as per their Collective Agreement, Article 11 – Grievance Procedures.

<p><b>ACKNOWLEDGMENT &amp; AGREEMENT:</b></p> <p>I, _____, acknowledge that I have read and understand the Respectful Workplace Policy of Tearmann Society for Abused Women.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Witness: _____</p>
--

This document has replaced the former Harassment Policy and was completed in consultation with:

- Tearmann Society for Abused Women Policy & Procedure Committee
- The Policy on the Prevention and Resolution of Harassment in the Workplace
- Treasury Board of the Government of Canada.
- The Sexual Harassment and No Discrimination Policy – The Government of Nova Scotia Human Resource Management Manual.
- Collective Agreement between Tearmann Society for Abused Women and CUPE Local 4459
- CUPE National Occupational Health & Safety Representative, Jenna Brookfield

- J. Dena Bryan, Barrister & Solicitor