

# **Collective Agreement**

**- Between -**

**SUMMER STREET INDUSTRIES SOCIETY**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2330**

**April 1, 2013 – March 31, 2015**

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## PREAMBLE

The parties hereby recognize that Summer Street is a non-profit organization that exists for the sole purpose of improving the quality of life and serving the individual needs of clients with intellectual disability.

This Collective Agreement describes the methods of bargaining, working conditions of the Employees and conditions of employment, and is entered into:

- 1) To maintain and improve harmonious relations and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and other matters as contained in this Agreement;
- 3) To encourage efficiency in operations;
- 4) To promote the morale, well-being and security of all Employees in the bargaining unit;
- 5) To encourage and promote the development of an accessible, affordable quality of service which supports the objective of Summer Street to provide accessible and individualized vocational and life skills training to persons with intellectual disability in their community, respectful of the dignity, needs, and rights of clients, consistent with the philosophy of the organization and the delivery of quality business services to customers;
- 6) To promote and support service for vulnerable persons with an intellectual disability which is respectful of their dignity, needs, and rights.

## ARTICLE 1 - DEFINITIONS

- 1.01 "Bargaining Unit" means all Employees employed by Summer Street Industries Society who are members of CUPE Local 2330. Only members of the Bargaining Unit participate in strike and ratification votes.
- 1.02 "Casual Worker" is a person who is not a Permanent Full-Time, Permanent Part-Time, Part time, Temporary or Grant Employee. The Casual worker is not a member of the bargaining unit and is not covered by the provisions of the collective agreement.
- 1.03 "Grant Employee" means one who is hired from outside the bargaining unit or from a Part time position as defined in Article 1.07, under a program primarily funded by a source other than the Employer for a specific purpose or program and for a specified term. The Grant Employee is a member of the Bargaining Unit and covered by the provisions of the collective agreement set out in Appendix "B". At the conclusion of the term, the Employee will resume the employment status held immediately prior to filling the Grant position.
- 1.04 "Day" means a calendar day.

- 1.05 "Employee" means one who is a member of the Bargaining Unit employed by Summer Street Industries in a Permanent Full time, Permanent Part time, Part time, Grant or temporary position.
- 1.06 "Employer" is Summer Street Industries Society.
- 1.07 "Part Time Employee" means a casual worker who replaces a Permanent Full Time, Permanent Part Time, Temporary or Grant Employee on a relief basis for more than two (2) shifts per pay period and for more than six (6) consecutive pay periods, and on that basis has qualified for inclusion in the bargaining unit. However, secondary work is not included in the calculation for determining the threshold for attaining Part Time Employee status nor are hours worked on appointment to a Temporary or Grant position.
- The Part Time Employee is covered by the Collective Agreement in accordance with Appendix C.
- 1.08 "Permanent Full Time Employee" means one who has completed the probationary period and who works Full time hours as defined in Article 12 on a regularly scheduled and recurring basis. The permanent Full Time Employee is a member of the bargaining unit and is covered by the provisions of the collective agreement.
- 1.09 "Permanent Part Time Employee" means one who has completed the probationary period and who works less than Full time hours as defined in Article 12 on a regularly scheduled and recurring basis. The Permanent Part Time Employee is a member of the bargaining unit and is covered by the provisions of the collective agreement on a pro rata basis, unless specified otherwise.
- 1.10 "Student worker(s)" means one hired between May 01 and August 31<sup>st</sup> and who will be returning to school for the following academic year. The employment of student worker(s) cannot cause a loss of hours for Full time and Permanent Part time Employees. Student worker(s), if retained beyond August 31<sup>st</sup> become casual workers. Student worker(s) are not members of the bargaining unit and are not covered by the provisions of the Collective Agreement.
- 1.11 "Temporary Employee" means one who is hired from outside the bargaining unit or from a Part Time position as defined in Article 1:07, to replace a Permanent Full time, Permanent Part time or Grant Employee and the position is anticipated to be temporarily vacant for more than six (6) pay periods. The Temporary Employee is a member of the Bargaining Unit while in the temporary position and is covered by the provisions of the Collective Agreement as set out in Appendix "B". At the conclusion of the temporary Position, the Employee will resume the employment status held immediately prior to filling the Temporary Position.
- 1.12 "Probationary Employee" means one who is hired for a Bargaining Unit position and has not completed the Probationary Period pursuant to Article 11.01.
- 1.13 "Seniority" means length of continuous service from the most recent date of hire of an Employee to a Bargaining Unit position, subject to the provisions of Article 9.
- 1.14 "Union" means the Canadian Union of Public Employees Local 2330.

- 1.15 "Service" means the total accumulated months of active employment with the Employer and, except for leave under 19.03, does not include periods of unpaid leave.

## ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes and agrees that all the rights, powers and authority to operate, manage, control and direct the workforce is vested exclusively with the Employer except as may be abridged, delegated, granted or modified by this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration process.

Without limiting the generality, and subject to the provisions of the Collective Agreement, management rights include, but are not limited to, the right to:

- (i) Maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees to the extent that they do not violate any terms of the Collective Agreement.
- (ii) Select, hire, transfer, assign to shifts, demote, classify, layoff and recall Employees.
- (iii) Determine the work requirements, responsibilities and standards of work to be performed.
- (iv) Have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
- (v) The Employer reserves the right to delegate its authority any way it seems fit.
- (vi) Nothing in this Agreement shall be deemed to restrict the management in any way in the performance of all functions of management, except those specifically abridged or modified by this Agreement.

## ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Union as the bargaining agent for all Permanent Full-Time, Permanent Part-Time, Part time, Temporary and Grant Employees who are responsible for and provide instruction to Summer Street Industries' clients at its facilities. Those excluded from the Bargaining Unit include Executive Director, Director of Finance, Director of Services, Supervisor of Human Resources, Community Relations coordinator, Outreach coordinator, Events Coordinator, POM coordinator, Day Program Supervisor, Vocational Program Supervisor, Casual workers, Student workers and other positions as designated by the *Trade Union Act, R.S.N.S. 1989, c.475, s.2(2)(a)* or agreed to by the parties.

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- 3.02 Clients served by the Employer in its vocational and life skills centres perform a wide variety of daily assignments as part of their training. The Union agrees that such work, when performed within a training environment, regardless of content, does not constitute bargaining unit work.
- 3.03 (a) A secondary function of the Employer's business is providing vocational opportunities for Summer Street Industries clients. Currently this occurs by providing meeting space, fundraising events, catering and hospitality services to the community and the tasks associated with the support of these services. (ie. catering staff, bartenders, wait staff, and janitorial staff.) Generally these vocational hours are supported by CUPE Local 2330 members in a training and instruction capacity. Hours spent in this capacity are considered hours of work in accordance with Article 12.
- (b) Occasionally, there are insufficient numbers of clients available to perform secondary work. In this event, Employees will be given first opportunity to perform this work in accordance with (c) below. This secondary work when performed by the Employee will be considered work of the Bargaining Unit and will be covered under Appendix "D". Hours worked as secondary work cannot be used for the calculation of overtime.
- (c) An Employee may volunteer to work additional hours outside their normal job functions pursuant to (b) above. Employees interested in working these additional hours will declare their availability to the Employer by January 01, April 01, July 01 and October 01 of each year for the succeeding 90 day period. The Employer will offer these additional hours to Employees who have declared themselves available on an equitable basis. It is expected that when an Employee declares his/her availability, there will be a corresponding commitment by that Employee to work the shift.
- (d) Subject to Articles 3.03 (a), (b) and (c), secondary work is not Bargaining Unit work and persons hired to perform the secondary work are not included in the Bargaining Unit.

#### **ARTICLE 4 – NO DISCRIMINATION**

##### **4.01 No Discrimination**

Neither the Employer nor the Union shall discriminate against any Employee on the basis of the grounds prohibited by the Nova Scotia Human Rights Act.

##### **4.02 Duty to Accommodate**

- (a) The Employer and the Union recognize their respective obligations to accommodate a disabled Employee to the point required by law.
- (b) An Employee seeking an accommodation must have his/her treating physician provide an objective medical opinion that an accommodation is required and the details of the functional limitations and restrictions which give rise to the need for

an accommodation. Where prescribed, the Employee is obligated to participate in a treatment plan aimed at alleviating her/his restrictions and shall provide evidence of such if requested by either the Employer or the Union.

- (c) The Employee shall provide the documentation pursuant to 4.02(b) to the Employer and the Union. Such information will only be shared between the Executive Director or delegate and the delegate of the Union, and will be held strictly confidential. The Employee's immediate supervisor and direct Union representative will only have access to the details necessary to implement the workplace accommodation. The duty to accommodate requires the Employer, the Union and the Employee to co-operate at all times in an attempt to accommodate the Employee.
  - (d) The Employee's failure to co-operate in a material way with reasonable efforts of the Employer and/or Union shall constitute undue hardship and the duty to accommodate shall be extinguished.
  - (e) If requested by the Employer, the Employee will attend an independent medical examination at the Employer's expense. In such a case, it is preferred if the Employer, the Union and the Employee can agree on the independent medical examiner; however, in the event of an impasse, the Employer will decide. In this case, the Employee is free to incur the cost and obtain their own independent medical examination.
- 4.03 (a) Employees, the Employer, the Union and all persons acting on behalf of either the Employer or the Union shall adhere to the No Harassment Policy.
- (b) The Employer and the Union will jointly develop the No Harassment Policy.

#### **ARTICLE 5 – UNION DUES**

- 5.01 The Employer shall deduct from every Employee any dues, initiation fees, levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee.
- 5.02 Deductions shall be made on a bi-weekly basis. The Local Union shall indicate to the Employer the amount to be deducted. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Canadian Union of Public Employees Local 2330, not later than the 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications from whose wages the deductions have been made, with a copy to the Union's Recording Secretary.
- 5.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall enter on the slips the amount of union dues paid by each Union member in the previous year.
- 5.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability, as it relates to check off of Union dues.

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## ARTICLE 6 – NO STRIKE OR LOCKOUT

### 6.01 No Strike or Lockout

During the term of this Agreement, the Union agrees that no Employee shall strike, picket, or engage in a work slowdown or stoppage of the Employer and the Employer agrees that there shall be no lockout of Employees.

## ARTICLE 7 – UNION ACTIVITY AND BARGAINING

### 7.01 Recognition of Union Stewards

An Employee may have the assistance of a Union representative in all matters relating to labour relations between the Union and the Employer.

The Employer recognizes the Union's right to select stewards and alternates to represent Employees in each area served by the Employer. The Union agrees to provide the Employer with a list of Employees designated as stewards and alternates. A steward or his/her alternate shall obtain permission of his/her immediate supervisor before leaving his/her work to assist in processing a grievance.

Leave for this purpose shall be without loss of regular pay and shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

### 7.02 Union Bargaining Committee

A Union Bargaining Committee shall consist of up to three (3) members of the Union. The Union will advise the Employer of the Union members on the Committee.

### 7.03 Leave for Union Bargaining Committee

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave for up to four (4) representatives of the bargaining unit (one of whom will be designated as the alternate) for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld. Such leaves shall be granted without loss of regular pay. The Union shall reimburse the Employer for wages and benefits paid to those employees.

### 7.04 Assistance of a CUPE Representative

The Union Bargaining Committee may have the assistance of a representative of CUPE when negotiating a Collective Agreement.

### 7.05 Notification of List of Union Officers and Employer Supervisors

The Union shall supply the Employer with the names of its officers and the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.



7.06 Notification of Committees to the Employer

The Union shall notify the Employer, in writing, of the names of the members of the Local Executive, Union Bargaining Committee, Labour Management Committee and any other committees.

7.07 Notification to the Union

The Employer shall provide to the Union on an annual basis an updated list of bargaining unit Employees indicating each Employee's employment status and mailing addresses. The document shall not be the basis of a grievance related to Employee availability.

7.08 Bulletin Board

The Employer will provide a bulletin board to allow the Union to post notices.

7.09 Orientation

At orientation, the Employer will provide the new Employees with a copy of the Collective Agreement and introduce him/her to the Site Representative.

**ARTICLE 8 – CORRESPONDENCE**

8.01 All correspondence between the Union and the Employer or Executive Director on matters directly affecting the Union and Management arising out of the Agreement or incidental thereto, shall be in writing and pass to and from the Employer or Executive Director and the Site Representative of the Union.

8.02 Copies of Agreement

The Union and the Employer agree to share equally in the cost of reproducing the Collective Agreement. The steward or representative will provide all new Employees with a copy of the Collective Agreement during orientation.

**ARTICLE 9 – SENIORITY**

9.01 There shall be two (2) seniority lists – one for Permanent Employees and one for non-Permanent Employees. The former always takes precedence over the latter.

9.02 Permanent Employee Seniority List

(a) Seniority for Permanent Full-Time and Part-Time Employees shall be the Employees' most recent date of hire to a permanent position in the Bargaining Unit. For greater clarity, seniority will be back dated to include any period of probationary employment which falls between the Employee's appointment to a permanent position and the completion of the probationary period.

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For greater clarity, an Employee appointed to a permanent position from the non-permanent seniority list shall not transfer his/her seniority, subject to Article 9.03 (e).

- (b) Seniority shall be considered broken and the Employee shall be deemed to have terminated employment in the event:
  - (i) She/he is discharged and is not reinstated.
  - (ii) She/he quits or resigns and does not withdraw the resignation within twenty-four (24) hours.
  - (iii) The Employee fails to return to work within five (5) calendar days following a recall, after having been advised by registered mail, directed to the last known address, to do so, unless through sickness supported by a medical certificate or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of her/his current address.
  - (iv) She/he is laid off for a period of longer than twelve (12) months.
- (c)
  - (i) A seniority list shall be established by the Employer for all employees in the bargaining unit, showing the name and seniority date for each employee. The seniority list will be updated every twelve (12) months, and each revision will be placed on the bulletin board in the workplace in January of each year and sent to the Union's Recording Secretary. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer in writing (copied to the Union). At the completion of the thirty (30) days, the list will be deemed to be accurate and the parties shall be entitled to rely on the list as posted or corrected.
  - (ii) If two or more employees are hired on the same day, the actual time of their hiring shall determine their seniority ranking.

#### 9.03 Non-Permanent Seniority List

- (a) The Non-Permanent Employee seniority list shall include only Temporary, Grant and Part-Time Employees.
- (b) This seniority list can be used only for posted vacancies for which Non-Permanent Employees apply. It has no further application under the Collective Agreement.
- (c) Subject to (d) below, seniority shall be effective from the Employee's date of hire into a non-permanent bargaining unit position.
- (d) The Non-Permanent Employee shall also lose seniority and all rights under this Collective Agreement if he/she has not worked a shift in more than six (6) consecutive pay periods. This break in service will not apply if the Employee is

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on an approved leave of absence covered by the provisions of Appendix B or C or by Provincial Statute.

- (e) In the event a Non-Permanent Employee was employed in a Temporary or Grant position and was subsequently hired into a permanent position without reverting back to casual, on completion of the probationary period, the Employee's permanent seniority will include the period of temporary employment.
- (f) The Seniority List shall be posted in January of each year.
- (g) If two or more Non-Permanent Employees are hired on the same day, the actual time of their hiring shall determine their seniority ranking.

#### **ARTICLE 10 – JOB POSTING**

- 10.01 (a) A new Bargaining Unit position or permanent vacancy in a bargaining unit position, that the Employer intends to fill, will be posted for five (5) days.
  - (b) A Grant or Temporary position of three (3) months or more, that the Employer intends to fill, shall be posted for five (5) days.
  - (c) A copy of all job postings shall be emailed to each member of the Bargaining Unit.
- 10.02 All applicants will be assessed on the basis of their related experience, skills, ability, client compatibility and qualifications. It is agreed that if two (2) or more applicants in a competition are relatively equal, as determined by the Employer, preference shall be given to the senior applicant.
- 10.03 Employees and external applicants will be concurrently assessed.
- 10.04 (a) If a Permanent Employee is the successful applicant to a position pursuant to Article 10.01 (a), he/she shall be given a trial period of three (3) months in the new position. With mutual agreement of the parties, the trial period may be extended an additional three (3) months.
- (b) If the Employee is unable to perform the duties of the new position, he/she will be returned to his/her former position and wage or salary rate without loss of seniority. Any other Employee affected by the rearrangement of positions will also be returned to his/her former position and wage or salary rate, without loss of seniority.
- 10.05 Nothing in this Article prohibits the Employer from transferring Employees from one position to another for legitimate business purposes as determined by the Employer.
- 10.06 The posting provisions of the Collective Agreement do not apply to positions outside the bargaining unit.

## ARTICLE 11 – PROBATIONARY PERIOD

### 11.01 Probationary Period

- (a) All Employees appointed to a Permanent Full Time or Permanent Part Time position shall serve a probationary period of one hundred and thirty (130) shifts.
- (b) Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period, subject to Article 9.02 (a) and 9.03 (c and e).
- (c) Notwithstanding (a) and (b) above, an Employee appointed to a permanent position who has worked in a Temporary, Grant or Part-Time position will have the one hundred and thirty (130) shift probationary period decreased by the number of shifts worked in those positions. In the event the Employee has worked one hundred and thirty (130) shifts or more in the non-permanent position, no further probationary period will be required.

11.02 Probationary Employees may be discharged during the probationary period at the Employer's sole discretion and no grievance shall arise unless the Employer acted in bad faith, or in an arbitrary or discriminatory manner. In such cases, the Probationary Employee may access the grievance and arbitration process, but arbitral review shall be restricted to whether the Employer has acted in bad faith, or in an arbitrary or discriminatory manner.

## ARTICLE 12 – HOURS OF WORK

- 12.01 (a) The normal hours of work for Permanent Full-Time Employees shall be thirty-seven and one-half (37.5) hours per week, including a thirty (30) minute paid lunch each day.
- (b) The normal hours of work for Permanent Part-Time Employees shall be less than thirty-seven and one-half (37.5) hours per week including a thirty (30) minute paid lunch each day.
- (c) The Employer recognizes that Employees are entitled to receive a fifteen (15) minute break in the a.m. and p.m. It is, however, recognized by both parties that clients are under the care of the Employer and its' Employees while attending SSI. To that end, the issue of Employee breaks will be addressed through the Labour Management Committee.

12.02 When filling vacant shifts using Part-Time Employees, Permanent Part-Time Employees or Casual workers, the following factors will be taken into consideration:

Availability of Staff  
Qualifications and Client Compatibility  
Equitable Distribution

12.03 All meetings with the Employer shall be scheduled within the normal hours of work. If scheduled outside the normal hours of work, straight time rates shall apply.

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12.04 Shift and Weekend Premiums

- (a) All employees shall receive a shift premium of \$1.75 per hour effective the first pay period following the signing of the agreement, for all regular hours worked between 1900 and 0700 hours.
- (b) All employees shall receive a weekend premium of \$1.75 per hour effective the first pay period following the signing of the agreement for all hours worked between midnight Friday and 0700 hours on Monday.
- (c) Shift and weekend premiums shall not apply when calculating overtime, vacation pay, retroactive pay, RRSP, or any other benefits under this Agreement.

12.05 The Employer shall, wherever possible, create schedules which shall cover a period of four (4) weeks and will be posted two (2) weeks in advance of the schedule to be worked. The parties recognize that schedules may be altered based on client and operational needs, but will make best efforts to adhere to the schedules once posted.

**ARTICLE 13 – OVERTIME**

- 13.01 (a) Overtime, when required by the Employer and subject to Appendix D, shall be paid at the rate of one and one-half (1.5) the regular rate for each paid hour of work in excess of thirty-seven point five (37.5) hours paid per week.
  - (b) Notwithstanding (a) above, Employees can voluntarily agree to work up to 44 hours per week at straight time rates. These additional straight time hours can either be taken as banked or paid time at the discretion of the Employee. If banked time is chosen, it shall be taken at a time mutually agreed by the Employee and the Employer.
  - (c) Notwithstanding (a) above, time spent at staff meetings and client outcome meetings will be paid at the Employee's regular hourly rate.
- 13.02 An Employee must work at least fifteen (15) minutes beyond his/her normal shift before being eligible for overtime compensation.
- 13.03 Compensation for overtime may be in the form of time off or pay, as mutually agreed by the Employer and Employee. If time off, it shall be banked at the applicable straight time or time and one-half rate and shall be scheduled at a time approved by the Employer. Such approval shall not be unreasonably withheld. An Employee can carry an overtime bank of 37.5 hours.

**ARTICLE 14 – LAYOFF AND RECALL**

14.01 Layoff shall mean a permanent or temporary reduction of the permanent workforce or a reduction in an Employee's permanently scheduled hours of work.

Recall rights shall lapse if the layoff lasts longer than twelve (12) months.

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- 14.02 Where Employees are to be laid off, the Employer will advise the Union as soon as reasonably possible.
- 14.03 In the event of layoff, a senior Employee who is affected may displace the least senior Employee who works an equivalent or lesser number of guaranteed hours and provided the senior Employee(s) has the ability, client compatibility and qualifications to perform the work of the least senior Employee. Any displaced Employee shall have the right to displace another Employee with less guaranteed hours in accordance with the foregoing.
- 14.04 The Employer shall notify Employees to be laid off fourteen (14) calendar days prior to the effective date of layoff. If the Employer cannot provide work to the Employee during the notice period, the Employee shall be paid for the days for which he/she would normally have been regularly scheduled to work during the fourteen (14) day period.

14.05 Recall

- (a) The recall period shall be twelve (12) calendar months from date of layoff.
- (b) A laid off Employee has no coverage of the provisions of the Collective Agreement, except in respect to recall, during the twelve (12) month recall period.
- (c) An Employee on layoff shall be responsible for providing the Employer with her/his most recent address, telephone number and email address if available. Communication by the Employer to the contact information on file shall be deemed notice to the Employee of recall. Failure to provide current contact information shall forfeit an Employee's eligibility for recall.
- (d) An Employee who is employed with another employer at the time of recall shall give the Employer notice of her/his intention to return to work and shall return to the services of the Employer within two (2) weeks of notice of recall. If the Employee fails to return at that time, her/his name will be struck from the seniority list and she/he shall no longer be eligible for recall.
- (e) If an Employee refuses recall or, subject to Article 14.05 (d) fails to return to work at the time requested, his/her name will be struck from the seniority list and she/he shall no longer be eligible for recall.
- (f) Employees shall be recalled in order of seniority, provided they have the ability, client compatibility and qualifications to perform the work.
- (g) No new Employees shall be hired until those who are laid off have been given an opportunity of recall, subject to (f) above.

**ARTICLE 15 - VACATIONS**

- 15.01 The vacation year shall be January 1 to December 31 inclusive.
- 15.02 (a) In the event an Employee does not have sufficient vacation credits to cover the closure during the summer break, upon written request the Employer will advance the Employee the vacation credits required to cover that period.

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- (b) An Employee, upon separation from the Employer, shall compensate the Employer for vacation which was taken but not earned. The equivalent dollar amount for vacation taken but not earned will be deducted from the Employee's final pay and, if necessary, from RRSP remittances.
- 15.03 Permanent Full-Time Employees accumulate vacation time in accordance with the following:
- (a) Less than two (2) years of active employment, one (1) day for each complete month worked to a maximum of twelve (12) paid vacation days per year.
  - (b) After the second full year of employment, at the rate of one point five (1.5) days for each complete month worked to a maximum of fifteen (15) paid vacation days per year.
  - (c) After three (3) full years of employment, at the rate of one point seven five (1.75) days to a maximum of twenty-one (21) paid vacation days per year.
  - (d) After ten (10) full years of active employment, an additional one (1) day per year of work to a maximum of twenty-six (26) paid vacation days per year.
- 15.04 Permanent Part-Time Employees shall accumulate vacation in accordance with Article 15.03, prorated to hours paid (not to include overtime).
- 15.05 When the Employer closes during the Christmas and summer breaks, Employees will be required to use their accumulated annual vacation. When vacation leave is exhausted, the time will be taken from the Employee's time in lieu bank, or otherwise be taken as leave without pay when all banks are exhausted.
- 15.06 Providing that Employees have requested vacation in accordance with the following schedule, seniority shall be the determining factor.
- Requests must be submitted by April 1 for the period of May 16 to September 15; August 1 for the period of September 16 to January 15; and December 1 for the period of January 16 to May 15.
- The Employer, based on operational requirements, will approve requests by April 15, August 15 and December 15 respectively.
- Vacation requests made after the foregoing cutoff dates will be approved on a first come, first served basis, based on operational requirements.
- 15.07 An Employee may apply to the Executive Director or Supervisor to carry over five (5) vacation days from one vacation year to the next. Under normal circumstances such application shall be made prior to December 31 of the year in which the vacation is earned, and permission to carry over vacation shall not be unreasonably denied. If an Employee carries over vacation and does not use it by the end of the next vacation year, she/he shall be paid at this time rate for such vacation not taken.

- 15.08 An Employee, upon his/her separation from the Employer shall be compensated for vacation leave, which s/he has not taken but was entitled to take.
- 15.09 Subject to Article 20.01, vacation leave does not accumulate when an Employee is on unpaid leave or not in active service with the Employer.
- 15.10 If the Employer requires an Employee to work during the summer closure to perform work that is not normally scheduled during that period, the work will be offered by seniority to Employees who have advised the Employer in writing of their interest in performing the work and who have the client compatibility and qualifications to perform the work.
- 15.11 An Employee shall not be required to work during the Employee's scheduled vacation period. An Employee called back to work from vacation shall be paid at two (2) times the regular rate per hour and any lost vacation time shall be mutually rescheduled.

## ARTICLE 16 – HOLIDAYS

- 16.01 (a) Permanent Full-Time Employees shall receive seven and one-half (7.5) hours pay for each of the following holidays:

New Year's Day	Civic Day
Nova Scotia Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) Permanent Part-Time Employees shall receive the holidays listed in Article 16.01 (a) prorated based on paid hours (not to include overtime) over the thirty (30) day period to the holiday.
- 16.02 In order to qualify for any of the holidays listed above, an Employee must have worked at the last scheduled day prior to, and on the first scheduled day following the holiday, unless the Employee is on approved leave.
- 16.03 (a) When a holiday listed in 16.01(a) falls on a weekend, the day in lieu shall be the first regular work day following the holiday, unless designated otherwise by the Employer.
- (b) For those Employees not working Monday to Friday and whose regular days off falls on the calendar date of the holiday listed in Article 16.01 (a), the Employee's day off in lieu of the holiday shall be scheduled for an alternate date as mutually agreed.
- 16.04 A Permanent Full-Time or Permanent Part-Time Employee who works on a holiday as listed in 16.01 (a) shall receive time and one-half (1.5x) the regular rate for each hour worked and shall have the holiday rescheduled at a time mutually agreed by the Employee and Employer.



## ARTICLE 17 – SICK LEAVE

- 17.01 (a) Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, except where compensation is payable under the Workers' Compensation Act of Nova Scotia.
- (b) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift and on approved sick leave shall only be entitled to sick pay if s/he is not otherwise receiving pay for that day and providing s/he has sufficient sick leave credits.
- (c) In any case of absence due to sickness, the absence shall be reported by the Employee to his/her Supervisor at least one (1) hour before the start of the Employee's shift.

### 17.02 Earning Sick Leave

- (a) Each Permanent Full-Time Employee, upon completion of the probationary period, shall accumulate sick leave with pay at the rate of one (1) day per month per complete month worked to a maximum accumulation of eighteen (18) days.
- (b) Pursuant to (a) above and effective July 01, 2014, the maximum accumulation shall be increased to twenty-four (24) days.
- (c) Permanent Part-Time Employees shall accumulate sick leave credits pro-rated to the Full-Time Employee benefit based on hours paid.
- 17.03 (a) Where an Employee's sick leave is frequent or there is a pattern of absences, or where an Employee is suspected of abusing sick leave, the Employer may require an Employee to provide a medical statement from a qualified physician.
- (b) Pursuant to 17.03 (a), and where the Employer has reason to question the proffered medical certificate, an Employee may be required to undergo, without costs to him/her, a medical examination by a physician of the Employer's choice. In this case, the Employer will provide the names of two physicians and the Employee will be allowed to choose one.

### 17.04 Sick Leave for Medical/Dental Appointments

An Employee with sufficient sick leave credits shall be allowed paid leave of up to fifteen (15) hours per year in order to attend to a medical or dental appointment for himself/herself or a member of the Employee's immediate family. Immediate family shall mean the Employee's child, spouse or parent who is unable to attend the appointment without assistance from the Employee. Employees must, whenever possible, schedule appointments outside their scheduled work hours.

### 17.05 Compassionate Care Leave

Employees shall be granted unpaid Compassionate Care Leave in accordance with the Nova Scotia Labour Standards Code.

17.06 Mental Health Days

A Permanent Full-Time Employee or a Permanent Part-Time Employee who works more than thirty (30) hours per week and who has sufficient sick leave credits shall be allowed paid sick leave of up to two (2) days per year to be taken as Mental Health Days.

**ARTICLE 18 – BEREAVEMENT LEAVE**

- 18.01 (a) If a death occurs in the current immediate family of an Employee, the Employee shall be entitled to seven (7) consecutive calendar days' leave, commencing the day of the death. Immediate family shall mean the Employee's current spouse, parent or guardian, step-parent, step child, child, sibling, step-sibling, grandchild, grandparent, father-in-law or mother-in-law.
- (b) In the event of the death of the Employee's current brother-in-law, sister-in-law, son-in-law or daughter-in-law, the Employee shall receive five (5) consecutive calendar days' leave, commencing the day of the death.
- 18.02 In the event of the death of an Employee's uncle, aunt, nephew or niece, the Employee shall be granted one (1) working day leave to attend the funeral.
- 18.03 For the purpose of 18.01 (a) and (b) and 18.02, any calendar day on which the Employee was scheduled to work shall be with pay.

**ARTICLE 19 – OTHER LEAVES**

19.01 Leave for Union Business

- (a) Upon written request and subject to the operational requirements of the Employer, an Employee elected or appointed to represent the Union at convention, to attend meetings of CUPE or its affiliated or chartered bodies, shall be eligible for leave of absence without pay.
- (b) At the request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those Employees who have been granted leaves of absence for Union business. The Employer will invoice the Union Secretary Treasurer for reimbursement of said wages and benefits.

19.02 Jury Duty

Leave of absence without pay shall be given to every Employee who is required to serve on a jury.

19.03 Pregnancy, Parental and Adoption Leave

- (a) An Employee who has been employed by the Employer for at least one (1) year is entitled to pregnancy, parental and/or adoption leave in accordance with the Labour Standards Code. All notice periods stipulated in the Labour Standards

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Code apply to the request for leave.

- (b) Employees on pregnancy, parental and/or adoption leave shall continue to accrue service and seniority for the duration of the leave, however this will not result in the accrual of vacation or holiday benefits for the period of leave. Any benefits accrued to the commencement of the leave will be reinstated upon the Employee's return.
- (c) Employees on pregnancy, parental and/or adoption leave will advise at the commencement of the leave of their intended return date, and any modifications to their date must be made with one (1) month's notice.

19.04 While an Employee is on pregnancy, parental and/or adoption leave, the Employer shall permit the Employee to continue participating in group insurance plans. The Employer and Employee will pay their respective portion of the premiums during the leave period.

19.05 Where operational requirements permit and at the Employer's sole discretion, an Employee may be granted leave of absence without pay and the leave will not exceed twelve (12) consecutive calendar months. The request shall be in writing.

19.06 Leave for Storm or Hazardous Conditions

- (a) It is the responsibility of the Employee to make every reasonable effort to arrive at his/her work location as scheduled. However, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee shall:
  - (i) have the absent time deducted from accumulated overtime, holiday time or vacation; or
  - (ii) if the banks in (i) above have been exhausted, take the absent time as unpaid.
- (b) Employees assigned to provide services which require travel shall not be required to perform such assignments during hazardous travelling conditions and shall report to his/her facility for reassignment.

**ARTICLE 20 – WORKERS' COMPENSATION**

20.01 (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 his/her 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

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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) The Employer shall continue the eligibility of the employee and the Employer's cost sharing relationship with the employee so as to allow for the employee to continue in the Group Health and Group Life Plans. The employee must agree to pay the usual cost shared amount (i.e. Article 26.02 and Appendix "E" ) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year to year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of the WCB period. This shall not determine the employee's eligibility to participate in the Plans.
- (c) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the Employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An Employee shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program shall be paid his/her hourly rate for all time spent at the work place.

## **ARTICLE 21 – DISCIPLINE AND DISCHARGE**

- 21.01 Permanent Employees may be disciplined or discharged for just cause.
- 21.02 The parties agree with the principle of progressive discipline which typically involves progression from verbal warning to written warning to suspension and then to discharge. However, the parties recognize that such progressive discipline is not always appropriate; for example, there is certain conduct of a serious nature which may lead to immediate suspension or discharge of an Employee, subject to the right to file a grievance.
- 21.03 Where the Employer schedules a meeting to discipline or discharge an Employee, the Employee shall have a Shop Steward present.
- 21.04 The Employer will give notification, in writing, to the Union and the Employee that the Employee is disciplined, suspended without pay or discharged.
- 21.05 Where an Employee alleges that s/he has been suspended without pay for more than one (1) shift or discharged contrary to Article 21, she/he may launch a grievance at the second stage of the grievance procedure.

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21.06 Entries to Files

The Employer shall provide a copy to the Employee of any formal entry to an Employee's personnel file that is of a disciplinary nature. With prior notification to the Employer, an Employee will be allowed to review his/her Employee file. The Employee shall have the right to respond, in writing, to any entries and the response shall become part of the personnel file.

21.07 The disciplinary record shall not be used against an Employee after thirty-six (36) months have elapsed, providing no further disciplinary action has been taken by the Employer during the thirty-six (36) month period.

**ARTICLE 22 – GRIEVANCE PROCEDURE**

22.01 A grievance shall be defined as a violation or alleged violation of the administration or application of this Collective Agreement. Every grievance shall be processed in accordance with the grievance and arbitration procedures as follows:

Step 1: Where an Employee has a grievance, the Employee shall, within five (5) working days of the occurrence of the incident giving rise to the grievance, first discuss the matter with the Employee's supervisor. The supervisor shall provide the Employee with a written answer within five (5) working days of the discussion.

Step 2: If the Union is not satisfied with the decision of the immediate supervisor, the Union shall, within five (5) working days of receiving the decision of the immediate supervisor, present the grievance in writing to the Executive Director. If the Union does not receive written satisfactory settlement within five (5) working days from the date on which the grievance was presented, the Union shall proceed to Step 3.

Step 3: Within ten (10) working days from the expiration of the last five (5) day period referred to in Step 2, the Union shall, if the decision of the Executive Director under Step 2 is not acceptable, submit the grievance in writing to arbitration.

22.02 Subject to the mutual agreement in 22.03, time limits in this grievance procedure are mandatory and failure to meet the timeliness requirements shall be deemed conclusively to constitute a withdrawal and abandonment of the grievance.

22.03 At the request of either party to this Agreement, it may be mutually agreed to extend the time limit specified herein

22.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized Holidays shall be excluded.

22.05 At any step in the grievance procedure, the Employee may choose to be accompanied by a Shop Steward.

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## ARTICLE 23 – ARBITRATION PROCEDURE

- 23.01 Where a grievance is to be referred to arbitration, the parties shall proceed by way of a single arbitrator unless there is mutual agreement to proceed by way of an arbitration board.
- 23.02 If within seven (7) days of the request for arbitration, the parties have not agreed that an arbitration board should decide a matter, it shall be dealt with by a single arbitrator.
- 23.03 Where the parties agree to refer a grievance to arbitration and proceed by way of a single arbitrator, the parties will attempt to agree on a single arbitrator and if after thirty (30) days they are unable to do so, the parties will refer the appointment to the Minister of Labour.
- 23.04 Where the parties are referring a matter to a three (3) person board, they shall proceed as follows:
- (a) The party which has requested arbitration shall indicate the name of its appointee to the board.
  - (b) The other party name its appointee within seven (7) working days.
  - (c) The two appointees shall select a chairperson by mutual agreement.
  - (d) In the event the appointees are unable to agree upon the chairperson, within thirty (30) calendar days, then the chairperson shall be appointed by the Minister of Labour for Nova Scotia.
- 23.05 The Board may determine its own procedure in accordance with the *Trade Union Act* and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.
- 23.06 The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson is to be the decision of the board. The decision of the arbitration board shall be binding, final and enforceable on the parties. The board shall have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, the board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- 23.07 (a) Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*. Should the arbitrator's cost exceed the tariff prescribed by the *Act*, the top-up will be shared equally between the parties.
- (b) Where the matter has been dealt with by the arbitration board, each party shall pay the expenses of its own appointee and one-half (1/2) the expenses of the chairperson, as provided in Section 43 of the *Trade Union Act*.

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## **ARTICLE 24 – LABOUR / MANAGEMENT COMMITTEE (LMC)**

- 24.01 The LMC will discuss workplace matters brought forward by either party.
- 24.02 The LMC shall not have jurisdiction over matters relating to collective bargaining or grievances.
- 24.03 The LMC may make recommendations to the parties.
- 24.04 LMC shall meet at least quarterly, at a mutually agreed time. Where circumstances warrant, additional LMC meetings may be held by mutual consent.
- 24.05 LMC members shall be entitled to time off from work, with pay, to attend committee meetings. There shall be two (2) members for the Union and two (2) members for management on the committee.
- 24.06 The LMC will establish its own rules of procedure but will operate with minutes, agendas and alternate chairs.

## **ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY**

- 25.01 The parties agree to be bound by the provisions of the *Nova Scotia Occupational Health and Safety Act*.
- 25.02 A Joint Occupational Health & Safety Committee shall be established with two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.
- 25.03 Time spent by members of the Committee in the course of their duties shall be considered time worked and shall be paid at the Employee's regular rate of pay.
- 25.04 The Joint Committee will establish its own rules of procedure in accordance with the Act.

## **ARTICLE 26 – GROUP INSURANCE**

- 26.01 (a) The Employer will provide a group insurance plan that includes Life, AD&D, LTD, Health and Dental Insurance for all Permanent Full-Time, Permanent Part-Time, Temporary and Grant Employees.

It is the aim of the parties to contain the cost of the current benefit plan(s). To that end, the parties agree to create a joint committee that will be tasked with reviewing the current plan design and recommending potential changes.

- (b) Employees are subject to carrier requirements for participation and for eligibility for benefits.

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26.02 Cost Sharing

- (a) Subject to Appendix "E", the Employer and the Employee shall cost share on a 50/50 basis the premiums for Life, AD&D, LTD and Dental Insurance benefits.
- (b) The Employer and the Employee shall cost share the Health Benefit on a 65/35% basis respectively.

26.03 The Employer shall make available an Employee Assistance Program (EAP) for all Employees. This program shall be with an outside firm and strictly confidential from the Employer. The Employer will finance part of the cost of this program with the Employee's EI Rebate.

26.04 Participation While on Unpaid Leave

An Employee who is on an unpaid leave of absence shall be entitled to continue to participate in the Group Life, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), Health and Dental Insurance Benefits Plan provided:

- (a) The Plan provider approves the continued participation;
- (b) The Employee reimburses the Employer for the Employer and Employee portion of the premiums;
- (c) The Employee's remittance to the Employer for payment of the benefits remain current to within thirty (30) days of the date the Employer is required to remit payment to the Plan provider.

**ARTICLE 27 – JOB DESCRIPTION**

27.01 Job descriptions and the amending of job descriptions are the sole responsibility of the Employer.

27.02 The Employer will provide the Employee with a copy of his/her current job description.

**ARTICLE 28 – TEMPORARY ASSIGNMENT OUTSIDE THE BARGAINING UNIT**

28.01 Short Term Assignment

When an Employee accepts a temporary assignment to a management position outside the Bargaining Unit for a period of less than three (3) months, the Employee shall continue to accrue seniority and be covered by the provisions of the Collective Agreement except for Appendix A.

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28.02 Long Term Assignment

A long term assignment to a management position outside the Bargaining Unit will be referred to as a temporary assignment if it is for a period of three (3) months or more, but not exceeding twelve (12) months. The service time accrued during this period shall not count toward recognized bargaining unit seniority. When an Employee accepts such a temporary assignment to a management position outside the Bargaining Unit, the terms and conditions of employment will be determined by the Employer.

28.03 When an Employee accepts a temporary assignment outside the Bargaining Unit pursuant to the foregoing, the wage rate will be determined by the Employer.

28.04 After completion of the temporary assignment, the Employee will return to his/her former position in the Bargaining Unit without loss of seniority. Employees who were employed in management positions outside of the Bargaining Unit for a period in excess of twelve (12) months will forego their right to return to the Bargaining Unit.

**ARTICLE 29 – UNION SECURITY**

29.01 Restrictions on Contracting Out

The Employer agrees that, in order to provide job security for the members of the Bargaining Unit, no person, either with a contractor or outside the Bargaining Unit, will perform duties normally performed by a Bargaining Unit member that will result in a layoff or reduction of the regular hours of work of Bargaining Unit members.

**ARTICLE 30 – EXPENSES**

30.01 The Employer will reimburse each Employee seventy-five percent (75%) of the actual cost of safety footwear, up to a maximum reimbursement of one hundred dollars (\$100), and providing the Employee provides the Employer with a receipt as proof of purchase.

30.02 Where the personal property of an Employee, necessary to the performance of Employee's duties, is damaged by the Client in the execution of these duties, the Executive Director shall arrange to reimburse the Employee for reasonable expenses, or arrange for necessary repairs, if the Executive Director is satisfied that normal precautions against damage has been taken. Personal items are watches, glasses, and clothing, and damage to Employee's automobile, by the Client, which occurs while transporting the Client at the direction of the Employer.

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**ARTICLE 31 – REGISTERED RETIREMENT SAVINGS PLAN**

31.01 The Employer shall provide for a Registered Retirement Savings Plan (RRSP). Participating Employees shall contribute five percent (5%) of regular bi-weekly wages to the RRSP with a matching contribution by the Employer.

**ARTICLE 32 – PAY PROVISIONS**

32.01 The Employer agrees to pay the wages as set out in Appendix "A".

32.02 Wages shall be paid on Thursday on a bi-weekly basis.

**ARTICLE 33 – TERM OF AGREEMENT**

33.01 This agreement shall remain in full force until March 31, 2015 and shall automatically be renewed from year to year thereafter unless either party to this Collective Agreement, within the period of two (2) months prior to the termination of the agreement, gives notice in writing requiring the other party to commence collective bargaining.

33.02 It is agreed that there will be no retroactive effect given to any article of this contract or matter arising between the parties prior to the date of ratification, except for wages.

33.03 Wages for the duration of this contract shall be specified in Appendix "A" and are subject to Employees meeting the training standards as set out by the Department of Community Services.

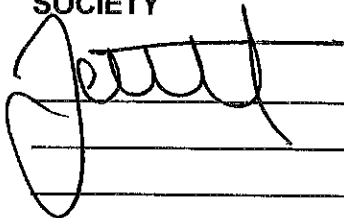
33.04 The Employer agrees to provide the same economic increase to the Employees of Summer Street Industries for the period April 01, 2012 to March 31, 2013 as that achieved through bargaining for the Residential Rehabilitation Workers and Vocational Instructors represented by the majority of CUPE Employers funded by NSCS for that same period.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the

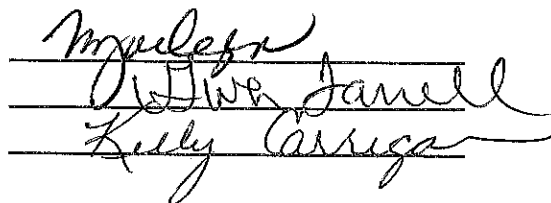
27 day of August, 2014.

SIGNED ON BEHALF OF:

**SUMMER STREET INDUSTRIES  
SOCIETY**

  
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\_\_\_\_\_

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2330**

  
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**APPENDIX "A"**

**WAGE RATES**

	<u>Step 1</u>	<u>Step 2</u>
October 31, 2011	17.32	17.61
April 1, 2012 (2.0%)	17.67	17.96
April 1, 2013 (2.5%)	18.11	18.41
April 1, 2014 (3.0%)	18.64	18.95

1. Step 2 rate is effective following nine hundred and seventy-five (975) hours worked and the Employee must have completed the required training standards for the position.
2. To be eligible for retroactive pay, an Employee must be in the employ of Summer Street Industries on the date of ratification of this agreement.



## APPENDIX "B"

### TEMPORARY & GRANT EMPLOYEES

Temporary and Grant Employees will be covered by only those provisions of the Collective Agreement listed below:

- Preamble
- Article 1 Definitions - in its entirety
- Article 2 Management Rights - in its entirety
- Article 3 Recognition - in its entirety
- Article 4 No Discrimination - in its entirety
- Article 5 Union Dues - in its entirety
- Article 6 Strike/Lockout- in its entirety
- Article 7 Union Activity and Bargaining - In its entirety
- Article 8 Correspondence - In its entirety
- Article 9 Seniority- Articles 9.01 and 9.03 only
- Article 10 Job Posting - In its entirety
- Article 11 Notice of Position Termination- Normally the Temporary and Grant Employees will be provided with at least two (2) weeks' notice of the position terminating. However, where the Temporary Employee is replacing a Permanent Full or Permanent Part-Time Employee, and where that Permanent Employee returns to work without providing the Employer with at least two (2) weeks' notice, then the Employer will not be required to provide the Temporary Employee with notice.
- Article 12 Hours of Work- In its entirety
- Article 13 Overtime -In its entirety
- Article 15 Vacations - The Temporary Employee will receive vacation pay of four percent (4%) in lieu of paid vacation time and Article 15 of the Collective Agreement will not apply.
- Article 16 Holidays - In its entirety
- Article 17 Sick Leave – In its entirety

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Article 18 Bereavement - In its entirety

Article 19 Leave of Absence - 19.03 - Subject to the Nova Scotia Labour Standards Code

Article 20 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 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 his/her 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) Subject to Appendix B (sub-article 26)
- (c) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) Does not apply

Article 21 Discipline & Discharge -

21.01 Temporary and Grant Employees may be disciplined or discharged at the Employer's sole discretion providing the Employer has not acted in bad faith or in an arbitrary or discriminatory manner.

21.02- 21.07- In its entirety

Article 22 Grievance Procedure -

Article 22 of the Collective Agreement applies to Temporary and Grant Employees but only in relation to those provisions of the Collective Agreement that are expressly set in Appendix B herein.

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- Article 23 Arbitration Procedure- In its entirety
- Article 24 Labour Management Committee - In its entirety
- Article 25 Occupational Health & Safety Committee - In its entirety
- Article 26 Benefits — A Grant Employee who is working on a 12 month Grant, or who has their grant renewed beyond twelve months, shall be eligible to participate in the health, dental, life & AD & D benefits (Subject to the eligibility requirements of the particular plan) during the contract period on a 50/50 cost sharing basis.
- Article 27 Job Descriptions - In its entirety
- Article 28 Temporary Assignment Outside the Bargaining Unit- In its entirety
- Article 29 Expenses
- Article 31 Pay Provisions - In its entirety
- Article 32 Term of Agreement- In its entirety
- Appendix A Wage Rates
- Temporary and Grant Employees will be paid the Step 1 rate set out in Appendix A
- Appendix B Temporary and Grant Employees- In its entirety

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## APPENDIX "C"

### **PART-TIME EMPLOYEES**

Part-Time Employees will be covered by only those provisions of the Collective Agreement listed below:

- Preamble
- Article 1 Definitions - in its entirety
- Article 2 Management Rights - in its entirety
- Article 3 Recognition - in its entirety
- Article 4 No Discrimination - in its entirety
- Article 5 Union Dues - in its entirety
- Article 6 Strike/Lockout - in its entirety
- Article 7 Union Activity and Bargaining - In its entirety
- Article 8 Correspondence - In its entirety
- Article 9 Seniority- Articles 9.01 and 9.03 only
- Article 10 Job Posting - In its entirety
- Article 12 Hours of Work - 12.01 The Part Time Employee shall not have a regular schedule and will work on a relief basis only when required by the Employer.  
12.02- In its entirety  
12.03 -If required to attend by the Employer
- Article 13 Overtime - In its entirety
- Article 15 Vacations -15.01 -The Part Time Employee shall be paid four percent (4%) of earnings biweekly in lieu of paid vacation time.
- Article 16 Holidays- 16.01 The Part Time Employee shall be paid two percent (2%) of earnings biweekly in lieu of paid holidays plus time and one half for all hours actually worked on the Holiday.
- Article 19 Leave of Absence -19.03- Subject to the Nova Scotia Labour Standards Code

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- Article 21 Discipline & Discharge - 21.01 Part Time Employees may be disciplined or discharged at the Employer's sole discretion providing the Employer has not acted in bad faith or in an arbitrary or discriminatory manner.
- Article 22 Grievance Procedure - Article 22 of the Collective Agreement applies to Part Time Employees but only in relation to those provisions of the Collective Agreement that are expressly set in Appendix C herein.
- Article 23 Arbitration Procedure - In its entirety
- Article 24 Labour/Management Committee - In its entirety
- Article 25 Occupational Health & Safety Committee - In its entirety
- Article 27 Job Descriptions - In its entirety
- Article 29 Expenses - In its entirety
- Article 31 Pay Provisions - In its entirety
- Article 32 Term of Agreement - In its entirety
- Appendix A Wage Rates- Part Time Employees will be paid the Step 1 rate set out in Appendix A.
- Appendix C Part Time Employees - In its entirety

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## APPENDIX "D"

### SECONDARY WORK

For the purpose of clarity, the Employer and Union have agreed as follows:

- (a) With respect to performing secondary work, the Employer shall determine whether an Employee is offered work in training and instructional capacity or a non training and non instructional capacity.
- (b) If an Employee performs secondary work in a non training and non instructional capacity it is still considered to be Bargaining Unit work; however, such Employees do so, subject to the terms of this appendix and under the terms and conditions established by the Employer. The terms of the Collective Agreement do not apply with the exception of the discipline and discharge procedures under Article 21 and the grievance and arbitration procedures under Articles 22 and 23. In particular, if the Employee is disciplined while performing secondary work, the Employee shall have full access to the above noted procedures.
- (c) If an Employee performs secondary work in a non training and non instructional capacity such hours of work shall not be used for the calculation of overtime.
- (d) An Employee's suitability to perform secondary work shall be determined by the Employer based upon relevant standards of performance for the Catering and Hospitality Industry.

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**APPENDIX "E"**

**GRANDFATHERING PROVISION: ARTICLE 26.02**

- (1) Appendix E applies only to Eligible Employees. Eligible Employees are those Permanent Employees who have been continuously employed with the Employer since October 1, 2011.
  
- (2) Notwithstanding Article 26.02 of the Collective Agreement, Eligible Employees shall have LTD, Life, AD&D, Health and Dental Premiums cost shared by the Employer and Employee on a 65%/35% basis respectively.

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## APPENDIX "F"

### **WORKERS' COMPENSATION**

A joint provincial committee will be struck to develop guidelines for how Employees should be compensated under the existing language. These guidelines would include instructions for the correct application of the top up while in receipt of WCB benefits. The guidelines would be used by Employers to correctly apply the WCB language.

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