

Collective Agreement

Between

**Colchester Residential Services Society
(Hereinafter referred to as the “Employer”)**

and

**Nova Scotia Government & General Employees Union
(Hereinafter referred to as the “Union”)**

November 1, 2024 – October 31, 2028

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS.....	1
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - MANAGEMENT RIGHTS.....	3
ARTICLE 4 - DISCRIMINATION.....	4
ARTICLE 5 - STRIKES AND LOCKOUTS.....	5
ARTICLE 6 - UNION ACTIVITY.....	5
ARTICLE 7 - UNION DUES.....	7
ARTICLE 8 - MEMBERSHIP COMMUNICATION.....	8
ARTICLE 9 - INFORMATION.....	8
ARTICLE 10 - PROBATIONARY PERIOD.....	9
ARTICLE 11 - DISCIPLINE.....	10
ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	12
ARTICLE 13 - JOB POSTING.....	12
ARTICLE 14 - HOURS OF WORK.....	14
ARTICLE 15- OVERTIME.....	15
ARTICLE 16 - TRANSPORTATION.....	18
ARTICLE 17 - PAY PROVISIONS.....	19
ARTICLE 18 - VACATIONS.....	20
ARTICLE 19 - HOLIDAYS.....	24
ARTICLE 20 - LEAVES OF ABSENCE.....	27
ARTICLE 21- SICK LEAVE.....	34
ARTICLE 22 - LAYOFF AND RECALL.....	36
ARTICLE 23 - GRIEVANCE AND ARBITRATION.....	37
ARTICLE 24 - GROUP INSURANCE.....	40
ARTICLE 25 - REGISTERED PENSION PLAN.....	41
ARTICLE 26 - COMPENSATION FOR INJURY ON DUTY.....	42
ARTICLE 27 - DAMAGE TO EMPLOYEE PROPERTY.....	42
ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE.....	42
ARTICLE 29 - SENIORITY.....	43
ARTICLE 30 - ADVERSE WEATHER CONDITIONS.....	44

ARTICLE 31 - DURATION AND RETROACTIVITY	44
APPENDIX "A" - WAGES	47
APPENDIX "B"	49
APPENDIX "C"	51
APPENDIX "D"	52
APPENDIX "E"	54
APPENDIX "F"	56
MEMORANDUM OF AGREEMENT – PENSION PLAN.....	57

Preamble

Whereas it is the intention and purpose of the parties to this Agreement to establish harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of service and to promote the well-being and the increased effectiveness of its employees, accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting employees covered by this Agreement.

And whereas it is agreed that the parties recognize that the purpose of the Colchester Residential Services Society is to provide services to persons with developmental disabilities which are integrative, individualized, social role valorising, respectful of the dignity and rights of the person supported, and consistent with the principles and philosophy of the organization.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 "Bargaining Unit" is the Permanent Full-Time, Permanent Part-Time, Probationary and Term Employees who are employed by the Employer and are members of NSGEU Local 64, except those excluded as defined in Article 2.01.
- 1.02 "Casual" is a person who is hired to cover the absence of permanent employees or to perform special projects. Casuals are not covered by the collective agreement and are not in the bargaining unit.
- 1.03 A Cluster is a grouping of homes as established by the Employer with similar programming requirements, based on the needs of the persons supported and staffed by persons having the ability to meet those needs.
- 1.04 "Day" means a period of eight (8) hours for the purposes of calculating leave benefits, unless specified otherwise in a particular Article.
- 1.05 "Employee" means a person who is included in the bargaining unit.
- 1.06 "Employer" means the Colchester Residential Services Society.
- 1.07 "Grant Sponsored Person" is a person who is paid by, and is under the control of a government sponsored work program. The provisions of this agreement do not apply to grant sponsored persons and they are not in the bargaining unit.

- 1.08 "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a holiday in this Agreement.
- 1.09 A "Night Sleep Shift" means a ten (10) hour shift scheduled between 2100 and 0900 hours during which the employee is scheduled to work two (2) active hours and is scheduled to sleep eight (8) hours.
- 1.10 "Permanent employee" is a member of the bargaining unit who:
- (a) is a regular full-time employee employed to work the regular hours of work outlined in Article 14 on a regularly scheduled and recurring basis and who has completed the probationary period; or
 - (b) is a regular part-time employee employed to work less than the full-time hours outlined in Article 14 on a regularly scheduled and recurring basis and who has completed the probationary period.
- 1.11 "Probationary employee" is one hired for a permanent position who has not completed the probationary period.
- 1.12 "Seniority" means the length of continuous employment since the most recent date of hire in the bargaining unit.
- 1.13 "Service" means the total accumulated months of employment with the Employer in probationary and permanent positions.
- 1.14 "Term employee" means a person from outside the bargaining unit hired to fill a term position. The term employee shall be covered by the provisions of the Collective Agreement as outlined in Appendix "D".
- 1.15 "Term Position" is a position in the bargaining unit which will be vacant for a period greater than twelve (12) consecutive weeks but not more than fifty-two (52) weeks, due to the absence of a permanent employee or for additional temporary staffing. A Term Position shall be posted in accordance with Article 13 of this Collective Agreement. The fifty-two week period may be extended by mutual agreements of the parties.
- 1.16 "Union" means the Nova Scotia Government and General Employees Union (NSGEU)
- 1.17 "Business Day" means Monday to Friday excluding any holidays when the Employer's business offices are closed.

- 1.18 Throughout this Collective Agreement any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine.

ARTICLE 2 - RECOGNITION

2.01 Recognition

The Employer recognizes the NSGEU as the sole and exclusive collective bargaining agent for all full-time, regular part-time and term employees employed by Colchester Residential Services Society, Truro, Nova Scotia, but excluding casuals, **contract employees**, administrative staff, program supervisors and those above the rank of program supervisor and those persons excluded by paragraphs (a) and (b) of subsection (2), of Section 2 of the *Trade Union Act*.

2.02 No Mutual Agreements

No employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The management and direction of employees, operations and services is vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, prerogatives, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

3.02 Included in Management Rights

Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) hire, classify, transfer, direct, reprimand, suspend, discharge or otherwise discipline;
- (b) determine the work requirements, responsibilities and standards of work to be performed;

- (c) specify assignments for employees;
- (d) expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the Bargaining Unit;
- (e) determine the size and composition of the workforce according to the needs of the Employer;
- (f) make or amend policies, procedures and practices provided that such policies, procedures and practices applying to members of the Bargaining Unit are not contrary to the terms of this Agreement;
- (g) maintain order and efficiency and generally manage the Society, direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

3.03 Homes for Special Care Act

The Parties recognize that the services provided by the Employer must conform with the provisions of the *Homes for Special Care Act* and the directives, procedures, and policies mandated by the Department of **Opportunities and Social Development**.

ARTICLE 4 - DISCRIMINATION

4.01 No Discrimination

Neither the Employer, the Union, nor any person acting on their behalf shall discriminate against any Employee on the basis of the prohibited grounds as set out in the *Nova Scotia Human Rights Act*.

4.02 Workplace Free of Harassment and Bullying

- (a) Both parties to this contract agree that harassment, including bullying in the workplace, is inappropriate and shall support a workplace free from same.
- (b) The Union may file a grievance where it is alleged the Employer has failed to follow the harassment policy.

4.03 Gender Preference

The parties recognize and acknowledge, subject to Article 4.01, that gender preference in staff hiring, transfer and promotion constitutes a bona fide occupational requirement and therefore does not constitute grounds for discrimination.

4.04 Same Sex Spouses

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

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

During the life of this Agreement, and pursuant to the *Trade Union Act*, no employee(s) shall strike, and the Employer shall not lock out employees.

5.02 Definitions

The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 6 - UNION ACTIVITY

6.01 Notification

The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of Supervisors to the NSGEU.

6.02 Leave of Absence for Union Business

On request of the Union, and where operational requirements permit, leave of absence with pay may be granted to employees designated by the Union to attend to union business. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

6.03 Recognition, Rights and Duties of Stewards

- (a) Bargaining Unit representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement which are limited to the processing of complaints or grievances.

Permission to leave work during working hours for such purposes must be obtained from the supervisor or Executive Director.

- (b) When a Steward is required to attend a formal grievance meeting during non-working hours, they shall receive time off in lieu on an hour-for-hour basis at a time mutually agreed between the Employer and the employee. The time must be taken within two (2) weeks of the formal grievance meeting and must be at a time when the supervisor or Executive Director determines that there will be no cost to the Employer in terms of requiring the use of replacement personnel.

6.04 Contract Negotiations

Leave of absence with pay for Union leave shall be granted to not more than four (4) employees to attend negotiation sessions with the Employer for a renewal of this agreement. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

6.05 Leave of Absence for the Full-Time Union Executive Position

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) **An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the initial term they are to serve, up to thirty-six (36) months.**
- (b) **All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.**
- (c) **The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.**

- (d) **Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.**
- (e) **Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**

ARTICLE 7 - UNION DUES

7.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all employees in the Bargaining Unit. Dues deductions for employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.

7.02 Notification of Deduction

The Union shall inform the Employer, in writing, of the amount to be deducted for each employee.

7.03 Remittance of Union Dues and Membership Information

The amounts deducted from the pay of the employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union within three (3) weeks after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on **their** behalf. Deductions shall also be accompanied by a list naming which union members are on leave and/or have left their bargaining unit positions.

7.04 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 - MEMBERSHIP COMMUNICATION

8.01 Union Communications

The Union shall submit to the Employer any communication they wish to have authorized to distribute to its members via the weekly communication package from the main office. The Employer shall not unreasonably deny the Union's request.

ARTICLE 9 - INFORMATION

9.01 Copies of Agreement

The Union agrees to supply the Employer with copies of the Agreement. The cost will be shared between the parties.

9.02 Statement of Appointment

Upon hiring, each employee shall be provided with a statement of employment status.

9.03 New Employees

- (a) The Employer shall invite all new employees to meet with the Union representative(s) at the Employer's head office on a monthly basis at the conclusion of each Labour Management Meeting to acquaint new employees with the Union.
- (b) The Employer shall inform the Secretary of the Local and the Union upon the hiring of new employees, of the said employees' names, dates of hire, positions and locations of employment.
- (c) The Employer agrees to provide employees new to the Bargaining Unit with a copy of the Collective Agreement.

9.04 Position Descriptions

- (a) Employees shall be provided with current job descriptions outlining the duties and responsibilities of their positions.
- (b) Copies of all current job descriptions for Bargaining Unit employees shall be forwarded to the Union upon signing of this Agreement. Thereafter, all

revised job descriptions shall be provided to the Union within fifteen (15) days of final revisions.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Probationary Period

- (a) All newly hired employees shall serve a probationary period of one thousand five hundred and sixty (1560) hours. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.

- (b) A Term Employee who, on completion of a Term Position, is hired to fill a permanent position as a Probationary Employee, shall be credited with hours towards their probationary position subject to the following conditions:
 - (i) The appointment to the permanent position must be within sixty (60) calendar days following completion of the Term Position;

 - and

 - (ii) The permanent position must be in the same location as the completed Term Position above;

 - and

 - (iii) The employee shall be credited towards the probationary period with an equivalent number of hours worked in the Term Position, up to a maximum of seven hundred eighty (780) hours;

 - and

 - (iv) This provision shall apply only to hours worked in a Term Position following the first pay period following the signing date of this agreement.

10.02 Termination of Probationary Employee

Probationary employees may be discharged during the probationary period at the Employer's sole discretion. In such cases, the probationary employee may access the grievance and arbitration procedure, but arbitral review shall be restricted to whether the Employer acted in bad faith.

10.03 Confirmation of Permanent Employment

The Employer shall, upon successful completion of the probationary period, confirm employment on a permanent basis.

10.04 Compensation for Shadow Shifts

An employee, upon appointment to a probationary position, shall be compensated for all shadow shifts attended.

10.05 Posted Positions

- (a) A probationary employee shall be eligible to move once to a permanent position outside the employee's cluster, in which case the employee must complete the balance of the probationary period in the new position. For the avoidance of doubt, Article 10.02 shall apply.
- (b) Notwithstanding Article 13.04(a)(ii), upon successful completion of the probationary period, the employee will be subject to a trial period in the new position of five hundred and twenty (520) hours, less the balance of probationary hours served in that position. No further trial period will be required when the balance of probationary hours in the new position is five hundred and twenty (520) hours or greater.

ARTICLE 11 - DISCIPLINE

11.01 Just and Sufficient Cause for Discipline

- (a) No employee who has successfully completed the probationary period shall be disciplined, except for just and sufficient cause.
- (b) When an investigation into allegations requires a meeting between the employee against whom an allegation has been made and the Employer, or when a supervisor is setting up a meeting with an employee to impose discipline, the employee shall be advised in advance of that purpose so that the employee may contact the Steward to be present. Shop Stewards shall not be compensated by the Employer for time spent at any such meetings.

11.02 Notification of Employee and Union

- (a) Where an Employee is disciplined, the Employer shall, within ten (10) business days of the discipline, notify the Employee in writing stating the reason for the discipline.

- (b) The Employer will give a copy to the Union when an Employee is disciplined.
- (c) The Employer will give a copy to the Union when an employee is suspended without pay or discharged.
- (d) Discipline imposed on an employee shall not be introduced as evidence at the disciplinary hearing if the employee was not informed of the disciplinary matter when it occurred.

11.03 Grievance

Where an employee alleges that he has been suspended without pay for more than one shift or discharged contrary to Article 11.01, he shall lodge his grievance at the second stage of the grievance procedure in accordance with the timelines set out in Article 23.

11.04 Progressive Discipline

The Employer agrees with the principle of progressive discipline, however, where the seriousness of the circumstances warrant, more serious disciplinary action may be imposed, including suspension and discharge.

11.05 Substance Abuse

In cases of substance abuse, the Employer shall recognize the employee's addiction and willingness to seek medical help without fear of reprisal, except if the behaviour resulting from the abuse has had serious negative implications for the Employer, its staff or persons supported. If a second incident occurs, it shall be considered to be a serious incident and may be subject to suspension or immediate dismissal.

11.06 Rules of Work

Without limiting the methods which may be deployed by the Employer to notify employees, the Employer may, at any time, post rules of work and the posting shall be deemed to be notice to all employees. Breach of such rules may be the basis for discipline up to and including discharge. The Employer agrees that such rules shall not be discriminatory.

11.07 Purging Files

- (a) Where written documentation of disciplinary action exists in an employee's file and where formal disciplinary action has not occurred for a period of two (2) years after the date of the written documentation, that

documentation shall be removed from the employee's file. It is understood that the period of time referred to herein includes the disciplinary record of employees prior to the signing of the Collective Agreement.

- (b) When an employee has been disciplined for a medication error, the record of discipline relating to that particular medication error shall be removed from the employee's file and destroyed one year after the incident, providing there have been no further incidents during that period.

ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

12.01 Employee Performance Review and Employee Files

A formal review of an employee's performance shall be made annually. The employee shall be given an opportunity to discuss, comment, and sign the review form in question to indicate that its contents have been read. A copy of any written review will be given to the employee.

12.02 Access to Personnel Files

Employees shall have access to their personnel files within a reasonable period of time of request. Upon request in writing, employees shall be provided with a photocopy of any documents in their file at the employee's expense.

ARTICLE 13 - JOB POSTING

13.01 Job Posting

When a new position or vacancy occurs within the bargaining unit, which the Employer intends to fill, the Employer shall post a notice of such new position or vacancy where employees work for seven (7) calendar days.

13.02 Temporary Transfers for Pregnancy and Physical Needs

Notwithstanding Article 13.01, the Employer shall make every reasonable effort to grant requests for temporary transfers based on pregnancy and physical needs of the employee for periods of up to three (3) months and upon certification of need by a qualified medical practitioner. Extensions shall be granted for pregnancy upon the recommendation of a qualified medical practitioner. Temporary transfers shall be into new or vacant positions, which shall not require posting; or if the transfer is to an occupied position, with the mutual consent of the other employee

13.03 Filling Positions

- (a) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. Where no bargaining unit applicant is determined to be qualified, the Employer may proceed to consider applicants from outside the bargaining unit.
- (b) In filling positions, all applicants will be assessed on the basis of qualifications and ability. Where, in the opinion of the Employer, the qualifications and ability are relatively equal, seniority shall be the deciding factor.
- (c)
 - (i) A Permanent Employee may apply for and accept a term position and therefore temporarily vacate **their** permanent position while filling the temporary term position. **The Employer will post the vacancy resulting from the Permanent Employee that applied for and accepted the term position; however, any subsequent vacancy will be filled at the Employer's discretion.**
 - (ii) Where no part time employee is available to fill the temporary vacancy resulting from 13.03(c)(i) as it overlaps with their permanent position, and notwithstanding any other provision of the Collective Agreement, the Employer shall fill the temporary vacancy with a casual.

13.04 Trial Period

- a)
 - (i) Subject to 13.04(a)(ii), a permanent employee who is the successful applicant to a new or vacant position shall be **placed in** a trial period for five hundred and twenty (520) hours in the new position. **If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, they shall be returned to their former or a similar position and salary without loss of seniority or other benefits. Any other employee affected because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of seniority or other benefits. After the successful completion of the trial period, the appointment shall become permanent. In implementing the rearrangement of positions, no job postings shall be required.**
 - (ii) No further trial period will be required where the employee is appointed to a new or vacant position within the employee's cluster.

- (b) An employee serving a trial period will not be eligible to apply for a vacant position until they have completed three (3) months service in the trial period, unless the vacancy is a permanent position in which case the employee may apply.

13.05 Gender Preference

Notwithstanding Article 13.03, and subject to Article 4.01, job postings may state a preference of gender for the purposes of personal care and role modelling for persons supported.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

- (a) The regular hours of work for full-time employees shall be **ninety-six (96)** hours averaged over a two (2) week period.
- (b) The regular hours of work for part-time employees shall be less than **ninety-six (96)** hours, excluding additional shifts, averaged over a two (2) week period. However, to schedule a part-time employee for greater than **forty-eight (48)** hours in one week, the employee must agree to same.

14.02 Advance Notice of Schedule

- (a) Subject to Article 14.02(b) and 19.05(b), two (2) weeks of the six (6) week rotating schedule shall be posted two weeks in advance.
- (b) The prime time schedule will be posted by June 1st to cover the full prime time period of June 15 to September 15.

14.03 Maintain the Existing Schedule

Subject to operational requirements or funding, the Employer agrees to maintain the existing schedule. When it is deemed by the Employer that the regular rotating schedule must be changed due to operational requirements, a minimum of four (4) weeks notice will be given.

14.04 Short Notice Changes

The Employer recognizes that short notice change to an employee's shift schedule is difficult and the Employer will make every reasonable effort to minimize schedule changes. Nevertheless, changes in operational needs sometimes necessitate short notice scheduling changes. Changes to an

employee's schedule after it has been posted may be made by the Employer, provided forty-eight (48) hours notice is given to the employee and the employee has been consulted.

14.05 Exchange of Shifts

Provided sufficient advance notice is given and with approval of the employee's supervisor or designate, employees, including casuals, may exchange shifts if there is no additional cost to the Employer.

14.06 Additional Shifts

Part-time employees shall be eligible for additional shifts in accordance with Appendix "B".

14.07 Employer Responsibility to Schedule

It is the sole responsibility of the Employer to schedule the hours of work of employees as long as it does not contravene the express requirements of this agreement.

14.08 ILS & Supported Apartment Programs

Notwithstanding the provisions of Articles 14, 1.10, or any other provision of the Collective Agreement, the schedules for Employees working in the ILS and Supported Apartment Programs shall be reasonably flexible to meet the needs of the people supported.

14.09 Daylight Savings

The changing of Daylight Saving to Standard Time, or vice versa, shall not result in Employees being paid less than their normal scheduled daily hours, and no overtime shall accrue. The Employer and the Employee shall coordinate to reasonably ensure there is no loss of hours as a result of Daylight Savings.

ARTICLE 15 - OVERTIME

15.01 Definitions

- (a) Overtime for full-time employees shall apply to all hours worked in excess of the employee's regularly scheduled work day or in excess of the regular hours of work outlined in Article 14.01(a). However, an employee who works in excess of the regular scheduled day may, at the employee's sole option, request to reduce **their** hours of work an equivalent amount of time

that same week so that the weekly hours of work will not exceed **forty-eight (48)** and overtime will not apply for the day the extra time was worked.

- (b) Overtime for part-time employees shall apply to all hours worked in excess of forty-eight (48) hours a week.
- (c) Notwithstanding the foregoing, for staff meetings, I.P.P. meetings, Occupational Health & Safety and Labour Management Committee Meetings, **and training**, employees will be paid at their regular hourly rate.
- (d) **Full-time employees shall notify the Employer (HR Manager), in writing, once per year by March 31st of their preference with respect to meeting hours and advise of their preference to adjust their regular schedule to account for attendance at meetings.**

15.02 Authorization of Overtime

- (a) All overtime must receive prior authorization of the location Supervisor, on-call Supervisor or the Executive Director, except in the case of night sleep shifts when the overtime and its circumstances must be reported to the location Supervisor or designate at the end of the shift.
- (b) No employee will be required to work overtime against **their** wishes when other employees are available and capable of performing the required work, except when the overtime required is contiguous with the employee's shift.

15.03 Night Sleep Shifts

An employee who is required to attend to a person supported or emergency during an overnight asleep shift will be compensated at the straight time rate and rounded pursuant to Article 15.07.

15.04 Overtime Compensation

Compensation rates for employees for overtime hours shall be time and one-half. There shall be no benefits paid or accrued for overtime hours worked.

15.05 Overtime Compensation

- (a) Compensation for overtime for a full-time employee shall be in the form of time off or pay, as mutually agreed between the employee and the Employer. If time off is elected, the Employer shall endeavour to grant the time requested by the employee. **The Employer will pay out banked**

overtime at the end of every quarter. No vacation or special leave may be taken before time off in lieu of overtime has been used.

- (b) Compensation for overtime for part-time employees shall be in the form of pay.

15.06 Overtime Eligibility

An employee must work at least ten (10) minutes beyond his normal shift before being eligible for overtime compensation.

15.07 Computing Overtime

In computing overtime, a period of thirty (30) minutes or less, shall be counted as one half hour ($\frac{1}{2}$), and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

15.08 Assignment of Overtime-Full-time Employees

- (a) Eligibility:

- i) Only Permanent Full-time Employees will be eligible for overtime assignments pursuant to Article 15.08.
- ii) This article shall only apply to overtime work which becomes available at least twenty-four (24) hours prior to commencement of the work.
- iii) This article shall only apply where the overtime work is more than three (3) consecutive hours.

- (b) Procedure:

- i) A Permanent Full-time Employee who wishes to be eligible for overtime assignments must advise the Employer in writing within seven (7) calendar days following signing of the collective agreement in order to be placed on the overtime call list for the Employee's current location. The Employee shall provide the Employer with a telephone number where **they** can be reached. The list shall be updated on the first business day following January 1st, April 1st, July 1st and October 1st of each year and only on these dates will an Employee's name be added to the list. An Employee on appointment to a permanent full-time position shall have the right to be placed on the list provided the Employee advises the

Employer of same in writing within seven (7) calendar days of the appointment.

- ii) An Employee may be removed from the list by advising the Employer of same in writing at any time. For greater clarity, the Employee can only return to the list in accordance with 15.08(b)(i).
 - iii) Overtime shall be offered to Employees on the list by seniority, by location on a rotating basis, subject to operational requirements. A phone call, including voicemail (where available), shall constitute an offer and shall meet the Employer's obligation under this procedure.
- (c) In the event the procedure in 15.08(b) is not correctly applied by the Employer, the Employee who was missed shall receive the next offer of overtime, notwithstanding the rotating seniority list.
- (d) Any overtime work that becomes available less than twenty-four (24) hours prior to the commencement of the work shall be offered first to any permanent Full-time Employee at the location where the overtime work is required provided:
- (i) The overtime work is for more than three (3) consecutive hours;
 - (ii) The Permanent Full-time Employee has complied with Article 15.08 (b)(i); and
 - (iii) It is operationally feasible. The Executive Director will advise the Chief Steward of the particulars when the Employer relied on operational feasibility.

Otherwise, the overtime work shall be filled at the Employer's sole discretion.

ARTICLE 16 - TRANSPORTATION

16.01 Reimbursement

The Employer agrees to reimburse employees for travel if prior authorization has been received. The rate of reimbursement **shall be as set out by the Department of Opportunities and Social Development, from time to time.**

16.02 Other Expenses

(a) Meals

Pre-approved meal expenses incurred by employees while travelling on behalf of the Employer over the meal period shall be reimbursed by the Employer to the following maximums upon provision of receipts;

Breakfast \$8.00
Lunch \$15.00
Dinner \$20.00

(b) Accommodations

Accommodations will be booked and paid by the Employer.

ARTICLE 17 - PAY PROVISIONS

17.01 Rates of Pay

The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. Employees shall be provided with an itemized record of wages, overtime, other pay and deductions.

17.02 Night Sleep Shift

- (a) The night sleep shift shall include two (2) active hours (either at the beginning or end of the Night Sleep Shift) and eight (8) sleep hours, all of which will be deemed to be equivalent to four (4) hours work for the purpose of the collective agreement.
- (b) **An** employee working a night sleep shift shall receive a stipend equivalent to eight times (8x) the Nova Scotia minimum wage rate for the eight (8) sleep hours, and the two (2) active hours shall be paid at the employee's regular rate.
- (c) If a person supported requires the assistance of an employee during the night sleep, the employee shall be compensated at the employee's regular rate of pay in addition to the regular night sleep stipend; however, the maximum compensation for the night sleep shift shall not exceed ten (10) hours times the regular rate of pay. In order to qualify for this pay, the employee must complete the required documentation, detailing the particulars of the assistance provided. For greater clarity, being

awakened at night does not qualify for the additional payment where assistance to a person supported is not required or provided.

17.03 Shift Differential and Weekend Premium

(a) Effective the first pay period following date of ratification of this agreement, Employees shall receive a shift differential of **four dollars (\$4.00)** for every hour worked between 1900 hrs and 0700 hrs.

(b) Weekend Premium

Effective the first pay period following date of ratification of this agreement, Employees shall receive a weekend premium of **four dollars (\$4.00)** for every hour worked between midnight Friday and midnight Sunday.

17.04 Night Awake Shifts and Training

Employees scheduled to work a night awake shift immediately prior to a day of training and/or are scheduled to work a night awake shift the day of training shall:

- (a) if scheduled for both the above shifts, receive one shift off with pay and, at their request, be granted the second shift off and paid from banked time or be granted the second shift off and rescheduled to work an additional shift;
- (b) if scheduled to work only one of the above shifts, be granted the shift off with pay.

For the purpose of this Article, a day of training shall be deemed to be training of more than four hours in one day.

ARTICLE 18 - VACATIONS

18.01 Vacation Year

The vacation year shall be April 1st to March 31st inclusive.

18.02 Vacation Entitlement for Full Time Employees

- (a) Full-time employees shall earn vacation with pay at the following rates:
 - (i) during the first two (2) years of service – 6.67 hours for every 173.3 regular hours paid (maximum of eighty (80) hours per year);

- (ii) after two (2) years of service and up to six (6) years of service – 10 hours for every 173.3 regular hours paid (maximum of one hundred twenty (120) hours per year);
 - (iii) after six (6) years of service – 13.33 hours for every 173.3 regular hours paid (maximum of one hundred sixty (160) hours per year).
 - iv) after seventeen (17) years of service – 16.72 hours for every 173.3 regular hours paid (maximum of two hundred (200) hours per year).
- (b) Full-time employees **will** carry-over vacation leave for a period of not more than forty (40) hours to the following year **if not used by the close of the year. The employee may elect to have the vacation time paid out.** Notification of **vacation pay out** shall be made in writing by the employee to the **payroll administrator** not later than March 1st.

18.03 Vacation Accumulation-Pay out for Part-time Employees

- (a) (i) Part-time employees with less than seven (7) years of service shall be entitled to four (4) percent vacation pay.
 - (ii) Part-time employees with seven (7) or more years of service shall be entitled to six (6) percent vacation pay.
 - (iii) Part-time employees with seventeen (17) or more years of service shall be entitled eight (8) percent vacation pay
- (b) Vacation pay shall accumulate and be paid to the part-time employee at the time **they take** vacation or, subject to Article 18.03 (c), be paid automatically to the part-time employee on the first pay period following March 31st of each year.
- (c) A part-time employee **will carryover the equivalent to thirty-five (35) hours in banked vacation pay to the following year unless the Employee requests to the payroll administrator to have the vacation pay paid out not later than March 1st.**

18.04 Notice of Vacation

- (a) (i) Prime Time – June 15 to September 15

In scheduling vacation periods, senior employees shall have preference, subject to operational requirements. Not later than April 15th of each year, the Employer shall post a "Request for Vacation Leave" form on which employees shall indicate their choice of

vacation for the upcoming June 15th through September 15th (prime time) period. This form will be completed by the employee not later than April 30th and the Employer shall post, not later than May 15th, a vacation roster setting out the approved vacation periods. Should employees neglect to complete the "Request for Vacation Leave" form, they shall forfeit the right to exercise seniority for vacation during the prime time period over employees for whom approval has been posted. It is understood that no employee shall be granted more than two (2) consecutive weeks of vacation until all staff have had the opportunity to choose vacation time during the prime period of June 15 to September 15.

- (ii) A request for vacation submitted after the April 30 deadline may be approved by the Employer on a first come-first serve basis providing the employee gives four (4) business days' notice and operational requirements permit.
- (iii) In extenuating circumstances the employer will consider a vacation request that is received with less than four (4) business days' notice, but the request will only be granted where operational requirements permit. Extenuating circumstances shall mean unforeseen personal life events that arise where the four (4) business days' notice would not have been possible.

(b) September 16 to June 14

(i) Vacation leave during period of September 16th through June 14th of each year shall be granted on a "first come, first serve" basis, subject to operational requirements and conditional on the employee providing notice of vacation request on the approved form as follows:

- Up to one (1) shift requires two (2) business days' notice;
- Two (2) or three (3) consecutive shifts require four (4) business days' notice;
- More than three (3) shifts and fewer than six (6) consecutive shifts require two weeks' notice;
- Six (6) consecutive shifts or more require two (2) months' notice.

(ii) Pursuant to (i) above, and for greater clarity, operational requirements of the Employer will be mitigated where the vacation request is received by the Employer prior to the work schedule being posted.

(iii) Notwithstanding Article 18.04 b) (i), an employee who does not exercise seniority rights under 18.04 a) may opt to exercise seniority rights under 18.04 b) (i) with the same terms and conditions applying as specified in 18.04 (a). The exercise of seniority rights shall not be used to cancel another employee's vacation that was approved prior to the senior employee's request.

18.05 Employee Compensation Upon Separation

An employee, upon **their** separation from the Employer, shall be compensated for vacation leave to which **they are** is entitled. **An employee that has taken vacation leave which has been unearned shall pay back such vacation leave prior to their separation. The Employer may deduct such unearned vacation leave from the employee's pay.**

18.06 Vacation Information

An employee is entitled to be informed, upon request, of the balance of **their** vacation leave with pay credits.

18.07 No Recall During Vacation

The Employer will make every reasonable effort not to recall an employee to duty while on vacation leave or cancel vacation once it has been approved.

18.08 Illness During Vacation

If an employee becomes ill during a period of vacation and requires admission to hospital, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the employee will be granted sick leave and her vacation credits restored to the extent of the sick leave, the form is to be provided to the Employer immediately upon the return of the employee. If the employee does not have access to the Employer's form, the employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the employee saw the physician;
- (b) the date the employee became ill;
- (c) the nature of the illness;
- (d) the duration, or the expected duration of the illness; and
- (e) written confirmation of hospitalization.

ARTICLE 19 - HOLIDAYS

19.01 Holidays

Holidays are defined to be as follows:

(a) **Statutory Holidays (Full-time Employees)**

New Year's Day, Heritage Day, Good Friday, Canada Day, Labour Day, Thanksgiving Day, **Truth & Reconciliation Day**, and Christmas Day.

(b) **Statutory Holidays** (Part-time Employees)

New Year's Day, Heritage Day, Good Friday, Canada Day, Labour Day, **Truth & Reconciliation Day** and Christmas Day.

(c) **Other Holidays** (Full-time Employees)

Easter Sunday, Victoria Day, Remembrance Day, Boxing Day, Civic Holiday

19.02 Full-time Employee

(a) Holiday- Scheduled Day off

When a holiday listed in Article 19.01(a) falls on a full-time employee's scheduled day off, the employee shall bank eight (8) hours to be used at a time that is mutually agreed between the Employer and the employee.

(b) **Statutory Holiday Worked or Scheduled to be Worked**

A full-time employee who works a Statutory Holiday listed in Article 19.01(a) shall be paid at the rate of time and one half (1.5) the employee's regular rate of pay for all hours worked **on the holiday** and may bank the equivalent of the employee's regular scheduled daily hours of work **for the hours worked on the holiday**. A full-time employee who was scheduled to work a statutory holiday, but is approved to take that day off, shall be paid the equivalent of the employee's regular scheduled daily hours of work **which relate to the holiday**. The banked hours shall be taken at a time mutually agreeable to the Employer and the employee.

(c) Other Holidays Worked

A full-time employee who works on an Other Holiday listed in Article 19.01(c) shall be paid at two times (2x) the employee's regular rate **for the hours worked on the holiday** or the employee may choose to bank the equivalent of the employee's regular scheduled daily hours of work **which relate to the holiday**.

(d) Holiday banks accumulated pursuant to 19.02(a), (b) and (c) that have any balance remaining in the bank at March 31 shall be paid out the first pay period following March 31.

19.03 Part-time Employee – Statutory Holidays

When a holiday listed under Statutory Holidays falls on a part-time employee's scheduled day off, the employee shall be paid Holiday Pay prorated according to hours worked in the thirty (30) days immediately preceding the Holiday provided that:

(a) (i) Part time employees shall be paid two point four percent (2.4%) of the employee's regular bi-weekly pay in lieu of the Statutory Holidays listed in Article 19.01(b).

(ii) Notwithstanding 19.01(a)(i), the employee may choose to bank the holiday pay conditional on the following:

- the employee must notify the payroll administrator of same in writing by March 1st of each year to be effective for the following fiscal year

and

- the decision to bank the holiday pay shall be for the full fiscal year and cannot be changed throughout that year

and

- any balance remaining in the bank at March 31 shall be paid out the first pay period following March 31.

(b) A part-time employee required to work a Statutory Holiday listed in 19.01(b) shall be paid at the rate of one and one-half (1.5 x) the employee's regular rate for each hour worked on the holiday.

- (c) A part-time employee who works Remembrance Day or Thanksgiving Day shall be paid two times (2x's) the employee's regular rate for hours worked.

19.04 Christmas or New Year's Day Off

Where operational requirements permit, employees will receive either Christmas Day or New Year's Day off on a rotating basis, unless otherwise mutually agreed.

19.05 Request for Vacation/Time Off – Christmas Period and Other Holidays

- (a) Subject to 19.05(b), an employee who requests to be scheduled off on a holiday listed in Article 19.01 must provide the Employer with the request for time off at least three (3) weeks prior to the holiday in order to be given priority for the holiday off.
- (b) Christmas Period
 - (i) The Christmas period shall be December 20 to January 5, inclusive.
 - (ii) Time off requests for the Christmas period must be received by the Employer by November 1. The Employer will respond to the employee request by November 15 and the Christmas schedule will be posted by December 1.

19.06 Standby on Statutory Holidays, Christmas Eve and New Years Eve

- (a) A full-time employee who is scheduled to work Christmas Eve, New Years Eve or a holiday referred to in Article 19.01 in a home deemed by the Employer to require a standby arrangement may volunteer to standby rather than attend at work. Notwithstanding Article 19.02, the employee who volunteers to standby shall be paid at the straight time rate for standby hours.
- (b) A part-time employee who is scheduled to work Christmas Eve, New Years Eve or a holiday referred to in Article 19.01 in a home deemed by the Employer to require a standby arrangement may volunteer to standby rather than attend at work. Notwithstanding Article 19.03(b) and (c), the employee who volunteers to standby shall be paid at the straight time rate for standby hours.
- (c) To be eligible for standby pursuant to the foregoing, the employee must be available to return to the workplace within thirty (30) minutes of being called to report to work.

- (d) No compensation shall be granted for the standby period if the employee does not report for duty or cannot be reached when required.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 Special Leave

Leave without pay shall not normally be granted until all accumulated vacation and overtime banks have been exhausted. However, employees may, upon request, be granted special leave without pay at the discretion of the Employer where exceptional circumstances warrant.

20.02 Bereavement Leave

- (a) In the event of a death in the immediate family, an employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive working days, in accordance with 20.02(c). "Immediate family" is defined as an employee's father, mother, legal guardian, brother, sister, spouse (including common-law spouse, regardless of gender, of more than one (1) year), child, ward, grandchild, father-in-law, mother-in-law and step-parent and stepchild.
- (b)
 - (i) An employee shall be entitled to two (2) consecutive working days bereavement leave with pay, in accordance with 20.02 (c), in the event of the death of an employee's grandparent, **child-in-law, sibling-in-law, or child of a sibling.**
 - (ii) An employee shall be entitled to one (1) day leave with pay in accordance with 20.02(c) to attend the funeral of the employee's aunt or uncle.
- (c) In determining bereavement leave pursuant to (a) and (b) above, and notwithstanding Article 1.17, employees will be paid for any of those days they were scheduled to work within seven (7) days of the death and the paid day shall equal all hours scheduled to be worked by the employee on the day taken as leave.
- (d) The employee may defer a portion of the Bereavement Leave to accommodate a death service that is not held at the time of death referred to in (a) and (b) above. The Employer may request proof of same at its discretion.
- (e) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided operational requirements permit.

20.03 Court Leave

- (a) Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury.
- (b) Any employee given leave of absence with pay to serve on a jury shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.
- (c) The regular hours of work shall include all hours of an employee who is required by subpoena or summons to attend as a witness in any work related court proceedings or administrative tribunal under the Homes for Special Care Act.

20.04 Pregnancy Leave

A pregnant employee, who has been employed by her Employer for at least one year, shall be granted pregnancy leave in the following manner:

- (a) an unpaid leave of absence of seventeen (17) weeks will be granted;
- (b) an employee shall not later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave, accompanied by a certificate from a medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected to occur.
- (c) the pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery. Providing the employee cannot be reasonably accommodated, the Executive Director may require the leave without pay to start at a time when the duties of the position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy.
- (d) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;
- (e) An employee who returns to work within six (6) weeks of delivery must provide the Employer with a written opinion of a medical doctor to the effect that she is capable of resuming her employment duties.

20.05 Parental Leave

- (a) An employee who has been employed by the Employer for at least one year and who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to seventy seven (77) weeks upon giving the Employer notice of the date that the employee will begin the leave and the date the employee will return to work.
- (b) The parental leave of an employee, who has taken a pregnancy leave and whose newborn child or children arrive at the employee's home during pregnancy leave;
 - (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
 - (ii) shall end not later than seventy-seven (77) weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which the leave will end.
- (c) The maximum combined pregnancy leave and parental leave to which an employee is entitled is seventy-seven (77) weeks. If both parents are eligible for parental leave under this agreement, the maximum combined pregnancy leave and parental leave to which the employees are entitled is seventy-seven (77) weeks.

20.06 Parental Leave for Adoptive Parents

An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks. This leave:

- (a) shall begin on the date coinciding with the arrival of the child or children in the employee's home; and
- (b) shall end not later than seventy-seven (77) weeks after the child or children first arrive in the employee's home.

20.07 Resumption of Work

- (a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the

hospital, upon giving the Employer notice in accordance with Article 20.08(c) (ii).

- (b) An employee is entitled to only one interruption and deferral of leave pursuant to Article 20.07(a).
- (c) When an employee returns to work upon the expiration of the period referred to in Articles 20.04, 20.05 and 20.06 the Employer shall permit the employee to resume work:
 - (i) in the position held by the employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
 - (ii) with no loss of benefits accrued to the commencement of the leave; and
 - (iii) with no loss of seniority for the period of absence.
- (d) While an employee is on pregnancy, parental or adoptive leave, the Employer shall maintain coverage for group insurance benefits and shall continue to pay its share of the premium costs for maintaining such coverage during the period of pregnancy, parental, or adoptive leave.
- (e) While on Pregnancy, parental or adoptive leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's seniority and service shall be deemed to be continuous. However, service accumulated during such leaves shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

20.08 Notice for Leaves

- (a) An employee shall give the Employer four weeks' notice of
 - (i) the date the employee will begin pregnancy leave or parental leave; and
 - (ii) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.
- (b) Notice given pursuant to Article 20.08(a) may be amended from time to time by the employee:

- (i) by changing any date in the notice to an earlier date if the notice is amended at least four weeks before the earlier date;
 - (ii) by changing any date in the notice to a later date if notice is amended at least four weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four weeks before the employee would have been required to return to work.
- (c) Article 20.08 notwithstanding, the employee shall give the Employer as much notice as reasonably practicable of:
- (i) the date the employee will begin pregnancy leave, where she is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected;
 - (iii) the first arrival of child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected;
 - (iv) the return to work of the employee pursuant to Article 20.07(a); and
 - (v) the resumption of parental leave, by the employee in accordance with Article 20.07(a) and 20.08(a) does not apply.
- (d) Notice shall be put in writing where the Employer so requests.
- (e) Upon the request of the Employer, where an employee takes parental leave, pursuant to Article 20.06, interrupts and defers leave, pursuant to Article 20.07(a), or gives notice pursuant to Article 20.08(a), the employee shall provide proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.

The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof for the purpose of this section.

20.09 Paid Leave for Birth of Child

On the occasion of the birth of **the Employee's** partner's child an employee shall be granted one day special leave with pay during the mother's confinement to hospital. This leave may be divided into two (2) periods and granted on separate days.

20.10 Educational Leave

- (a) Employees who have been in the employ of the organization for one or more years shall be eligible for educational leave that will enhance their current position without pay for a period of up to three (3) months.
- (b) Employees who have been in the employ of the organization for two (2) or more years shall be eligible for education leave that will enhance their current position without pay for a period in excess of three (3) months, up to a maximum of twelve (12) months.
- (c) While on educational leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's seniority and service shall be deemed to be continuous. However, service accumulated during such educational leave shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

20.11 Leave for Family Illness

In the case of illness of any employee's immediate family, meaning the employee's husband, wife, son, daughter, father or mother, who permanently resides with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his immediate supervisor, leave with pay up to five (5) days per annum, which leave shall be deducted from the employee's sick leave entitlement as provided under Article 21.

20.12 Child Care Leave

Employees may, upon request, be granted leave without pay in one or more periods of six months duration to a maximum accumulated absence of one year during an employee's total period of employment. This leave shall be provided for the care and nurturing of pre-school age children.

20.13 Compassionate Care Leave

- (a) An employee who has been employed by the Employer for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued;
 - (ii) where the leave was begun before the certificate was issued, the day the leave was begun.
- (b) The leave of absence may only be taken during the period
 - (i) that begins with the first day of the week in which the certificate is issued, or where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
 - (ii) that ends with the last day of the week in which either the family member dies, or the expiration of twenty-six (26) weeks following the first day of the week referred to in clause (b) (i).
- (c) A leave of absence under this article may only be taken in periods of not less than one week's duration.
- (d) Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate referred to in subsection (b).
- (e) For the period of time specified in this article, the Employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period.
- (f) An employee shall advise an Employer as soon as possible of any intention to take a leave of absence under this article.

20.14 Domestic Violence

The terms of Domestic Violence Leave shall be in accordance with the provisions of the Labour Standards Code.

20.15 Labour Standards Leave

The employer also recognizes the following leaves as outlined in the *Labour Standards Code*: Reservist Leave, Crime related Child Death or Disappearance Leave, Citizenship Ceremony Leave.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

- (a) Sick leave is an indemnity benefit and not an acquired right. Sick leave means the period of time an employee is unable to perform his/her duties because of illness or injury during the employee's regular hours of work pursuant to Article 14.01 or shifts scheduled pursuant to Appendix B, paragraphs (1) and (2) only, and therefore is absent from those scheduled shifts. For greater clarity, employees shall not be eligible for paid sick leave for shifts scheduled pursuant to paragraph (3) of Appendix B.
- (b) Any misrepresentation by the employee in relation to sick leave shall be considered serious misconduct subject to discipline, up to and including dismissal.

21.02 Amount of Sick Leave

An employee who has completed one thousand (1000) paid hours of work shall earn eight (8) hours sick leave for each one hundred seventy-three (173) hours of paid hours of work, up to a maximum accumulation of six hundred (600) hours.

21.03 Employer Notification and Workplace Coverage

- (a) In any case of absence of an employee due to sickness, the absence shall be reported to his/her place of work in accordance with the following:
 - (i) Shift starting at or prior to noon – one (1) hour notice
 - (ii) Shift starting after 12:00 noon – four (4) hours notice, with exception of the night awake shift, which will be six (6) hours notice.
- (b) The Employer shall be responsible for coverage at work in any case of absence of an employee due to a sickness.

21.04 Proof of Illness

- (a) When sick leave is requested, the employee shall electronically submit to the employer a Time Away request as a self-verifying proof of illness.
- (b) The Employer may request proof of illness from a legally qualified health care practitioner for extended absences due to illness or where the Employer has concerns regarding the pattern of sick leave usage, **in accordance with Nova Scotia law.**
- (c) Employees are obliged to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable enquiries to confirm that the employee is sick and that **they are** complying with reasonable treatment plans to support **their** earliest possible return to work.
- (d) The Employer may require an employee to submit to an independent medical examination prior to return to work to confirm fitness to resume duty and the Employer shall be responsible for paying the associated cost.
- (e) If such documentation is not completed and produced the time absent from work shall be deducted from the employees pay.

21.05 Exhaustion of Sick Leave

- (a) An employee on sick leave who exhausts **their** accumulated sick leave credits shall be considered to be on unpaid medical leave of absence provided that the attending physician determines there is a reasonable expectation that the employee will be medically fit to return to work in a reasonable period of time and providing the employee complies with Article 21.04.
- (b) Notwithstanding a) above, **if the Employee has hours in their overtime or stat holiday banks, the Employer shall first draw down such banks to cover the shift.**

21.06 Medical Assessment

If the Employer requires an employee to undergo a medical assessment, then the cost of such examination shall be paid by the Employer.

ARTICLE 22 - LAYOFF AND RECALL

22.01 Layoff Defined

Layoff shall be defined as a reduction in the workforce of regular employees or in a reduction in the regular hours of work for regular employees, where such reductions last longer than seven (7) calendar days. Regular hours of work shall mean those posted hours for the position for which the employee was hired and, for greater clarity, shall not include those additional hours worked by part time employees pursuant to Appendix "B".

22.02 Layoff in Reverse Order of Seniority

In the event of a layoff, subject to Article 14.08, both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of layoff, employees shall be laid off in accordance with the procedure set out in Appendix "E".

22.03 Union Consultation

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an employee(s).

22.04 Recall in Order of Seniority

- (a) Employees who are laid off as a result of a reduction in the workforce shall be recalled in accordance with the procedure set out in Appendix "E".
- (b) Employees who are not recalled within twelve (12) months shall forfeit their right to recall.

22.05 No New Hires

No new employees shall be hired until those who are laid off have been given an opportunity of recall.

22.06 Notice of Layoff

Where possible, the Employer shall notify employees who are to be laid off twenty (20) business days prior to the effective date of layoff; but in no event shall the layoff notice be less than ten (10) business days. Subject to the foregoing, the employee shall be paid for those days for which work was not made available, but for which the employee was scheduled to work.

22.07 Bargaining Unit Work

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work to the extent that such work results directly in the layoff of a permanent employee.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.01 Grievance Defined

Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. A complaint is not considered a grievance until such time as the specific articles of the collective agreement that are alleged to have been violated are identified on the grievance form.

23.02 Grievance Procedure

Step One:

- (a) Where an employee has a grievance, the employee shall submit the grievance in writing to the immediate supervisor within fifteen (15) business days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee. The Supervisor will then arrange to meet with the employee to discuss the matter as soon as reasonably possible and not later than fifteen (15) business days after receipt of the employee's complaint. The employee may request a Steward to be present. The Supervisor shall give a response to the grievance within fifteen (15) business days.
- (b) If the employee's Step 1 grievance is not submitted within the fifteen (15) business days, the grievance shall be deemed to have been abandoned and cannot be reopened.

Step Two:

If the employee or the Union is not satisfied with the decision of the immediate Supervisor, the employee may, within fifteen (15) business days of receiving the Step 1 decision of the immediate Supervisor, present **their** grievance in writing to the Executive Director. The Executive Director shall respond within fifteen (15) business days after receipt of the grievance.

Referral to Arbitration

Failing a satisfactory settlement being reached in Step 2, if the Union decides to refer the dispute to arbitration, such referral shall take place within fifteen (15) business days of the decision of the Employer in Step 2.

23.03 Right to Union Representative

In any case where the employee presents **their** grievance in person or, in any case in which a hearing is held on a grievance at any level, the employee may be accompanied by a representative of the Union.

23.04 Days Excluded in Time Limits

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

23.05 Extension of Time Limits

At the request of either party to this agreement, it may be mutually agreed to extend the time limits specified herein.

23.06 Policy Grievance

A policy grievance is one where either party disputes the general application or interpretation of this agreement. A policy grievance shall be initiated at Step 2 of the grievance procedure. A policy grievance shall not apply in cases of individual grievances and, for greater clarity, no individual remedy shall be available.

23.07 Employer to Inform Union

The Employer shall advise the Union of the names and jurisdiction of the persons designated at the levels of the grievance procedure.

23.08 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

23.09 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour. It is agreed that if voluntary mediation is utilized, neither party shall be deemed to have waived its right to proceed to arbitration unless the parties agree

that the voluntary mediation recommendations shall be binding upon both parties.

23.10 Appointment of Single Arbitrator

Where the parties are agreed that a matter should be referred to a single arbitrator and:

- (a) they are able to agree upon the arbitrator, then such arbitrator shall be properly appointed;
- (b) they are unable to agree upon the arbitrator, then the Minister of Labour for Nova Scotia shall appoint.

23.11 Appointment of Arbitration Board

- (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration, it shall be dealt with by an arbitration board.
- (b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
- (c) The other party shall name its appointee within seven (7) days.
- (d) The two (2) appointees shall select a chairman by mutual agreement.
- (e) In the event that the appointees are unable to agree upon a chairman within seven (7) days, then the Chairman shall be appointed by the Minister of Labour for Nova Scotia.

23.12 Conduct of Arbitration Board

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

23.13 Arbitration Award

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall 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.

23.14 Clarification of Arbitration Award

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the arbitration board to reconvene the Board to clarify the decision which it shall make every effort to do within seven (7) days.

23.15 Arbitration Fees and Expenses

- (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*.
- (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 Chair, as provided in Section 43 of the *Trade Union Act*.

ARTICLE 24 - GROUP INSURANCE

24.01 Group Benefit Plans

The Employer shall provide for group life, accidental death and dismemberment (AD&D), long term disability, health and dental insurance benefits.

24.02 Cost Sharing

The Employer and the employee shall cost share on a 50/50 basis the premiums for life, AD&D, health and dental insurance benefits.

24.03 Participation for Life and AD&D

Participation shall be mandatory for life and AD&D.

24.04 Participation for Medical and Dental

Participation in the health and dental insurance plans shall be mandatory except for those employees whose spouse has coverage under a separate plan and who provides proof thereof to the satisfaction of the insurance carrier.

24.05 LTD Premiums

Premiums for the long term disability plan shall be paid fully by the employee and participation shall be mandatory.

24.06 Eligibility for Plan Participation

Notwithstanding the foregoing, eligibility for plan participation shall be as outlined in the plan policies.

24.07 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, 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, except for pregnancy, parental and adoption leaves where the reimbursement shall be for the employee's share only, effective the month following the signing of the collective agreement;
- (c) the employee's remittance to the Employer for payment of the benefits shall be by post-dated cheque prior to the commencement of the leave.
- (d) **after the expiration of two (2) years unpaid benefits will be terminated.**

ARTICLE 25 - REGISTERED PENSION PLAN

25.01 Contributions

The Employer and employee shall each contribute at the rate of **eight per cent (8%) date of ratification and eight point four (8.4%) effective October 31, 2026 of regular earnings to a defined contribution Pension Plan, which Pension Plan shall be determined at a later date.** For the purpose of Article 25.01 only, regular earnings shall mean up to a maximum of eighty (80) hours bi-weekly.

25.02 Participation Mandatory

Participation in **the Pension Plan** shall be mandatory.

25.03 No Loss of Pay for Committee Meetings

Employees shall suffer no loss of pay or benefits to attend the committee meetings.

ARTICLE 26 - COMPENSATION FOR INJURY ON DUTY

26.01 Employees Injured on Duty

Employees who have been injured while on duty resulting in a time loss from work shall come off payroll and be considered to be on an unpaid leave of absence from the date and time of injury and shall immediately apply for Workers' Compensation benefits.

26.02 WCB Claims Processing

- (a) In the event that the employee's claim for Workers' Compensation is not approved, the employee shall be treated as being on regular sick leave which is limited to the existing sick leave credits then available for the employee. In the event the claim is subsequently approved by WCB, the Employer shall be reimbursed by the employee for overpayment of wages and the employee's sick leave bank will be credited accordingly.
- (b) An employee who is approved for benefits under the Workers' Compensation Act, and where the employee's earnings loss continues for less than five (5) weeks, the Employer will pay the employee his/her net wages for the first two (2) days of the Injury on Duty leave. Net wages shall mean the gross wages that would have been paid to the employee had the employee worked, less income tax, employment insurance premiums and CPP contributions that would have been deducted.

ARTICLE 27 - DAMAGE TO EMPLOYEE PROPERTY

27.01 Damage to Employee Property

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

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28.01 Labour Management Committee

The Union and the Employer shall participate in a Labour Management Committee which shall consist of up to three representatives each of the Union and the Employer. The chairing of meetings shall rotate between the President of the Local and the Executive Director. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all employees. It is agreed that a standing agenda item for the meeting shall include discussion of individual house issues and policy implementation issues.

ARTICLE 29 - SENIORITY

29.01 Seniority Lists

- (a) A seniority list shall be established by the Employer for all employees in the bargaining unit, showing the name and seniority date of each employee who has acquired seniority under this Agreement. If two (2) or more employees are hired on the same date, their first day of work shall determine their seniority ranking.
- (b) These seniority lists will be brought up to date every six (6) months and at each revision will be placed in the binder and union file in each work location during the months of January and July. Employees shall have thirty (30) days to file any corrections to the seniority list. In the absence of any corrections agreed to by the parties, the list shall be deemed accurate.
- (c) A copy of the seniority list will be sent to NSGEU.

29.02 Loss of Seniority and Employment

An employee shall lose seniority and be deemed to have terminated employment in the event of:

- (a) Resignation and the resignation has not been revoked by the employee within forty-eight (48) hours of being served on the Employer.
- (b) Layoff which lasts more than twelve (12) consecutive months.
- (c) Being recalled to work and failing to return to the service of the Employer within fourteen (14) days of notice of recall.
- (d) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are extenuating circumstances.

(e) Discharge; and the employee is not reinstated.

29.03 Seniority Outside the Bargaining Unit

An employee who fills an administrative or management position that is outside the bargaining unit shall retain seniority for a period of thirteen (13) months but shall not accumulate seniority while in the position. If after thirteen (13) months the employee does not return to the bargaining unit, all seniority shall be lost. The thirteen (13) month period may be extended by mutual agreement of the parties.

ARTICLE 30 - ADVERSE WEATHER CONDITIONS

30.01 No Shutdown of Operations

The Employer shall remain open during adverse weather conditions, and employees are expected to make every effort to report for work.

30.02 Notification

Employees shall notify their Supervisor, **or designate**, as soon as possible, **if they are unable to report to work.**

30.03 Missed Time

If an employee does not report for work because of adverse weather conditions, the lost time shall be made up at a mutually agreed upon time to be scheduled within thirty (30) calendar days of the missed time **with the exception of the ILS & Supported Apartment Programs which may be taken from the employee's overtime bank first, holiday bank second, or vacation bank.** Individual or personal situations (place of residence, family responsibilities, car pools, etc.) shall have no bearing on the application of this Article. All employees shall be treated fairly.

ARTICLE 31 - DURATION AND RETROACTIVITY

31.01 Duration and Notice to Renegotiate

This agreement shall be in effect for a term beginning November 1, **2024**, until October 31, **2028**. After October 31, **2028** this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new agreement by giving notice to the other

party within the two (2) month period preceding the date of expiry of the Agreement

31.02 No Retroactivity Except for Wages

- (a) It is agreed that there will be no retroactive effect given to any clause of this contract or matter arising between the parties prior to the signing date except for wages, unless expressly provided otherwise.
- (b) A former Employee who has terminated employment with the Employer between November 1, **2024** and date of signing of the collective agreement shall receive by direct deposit to the former Employee's bank account retroactive pay for which s/he is entitled. In the event the former Employee has not provided the Employer with the required banking information, the former Employee will not be eligible for the retroactive pay unless the former Employee requests in writing the payment by cheque and provides the Employer with his/her current mailing address. The request must be received by the Employer within thirty (30) days of the signing date of the collective agreement, otherwise the former Employee will forfeit all rights to the retroactive pay.

31.03 Wages Specified in Appendix "A"

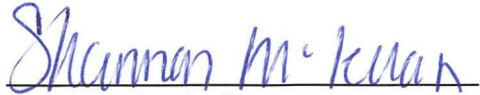
Wages for the duration of the contract shall be as specified in Appendix "A".

31.04 Reopener During Term of Agreement

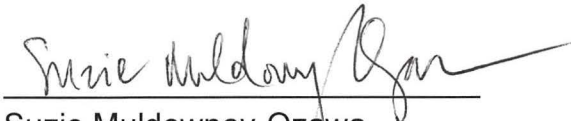
- (a) The contents of this agreement may be amended at any time by the mutual consent of the parties.
- (b) In the event that one party wishes to amend a part of this agreement, it must submit, in writing, the request to the other party. The request must contain a description of the article(s) of the agreement that should be reviewed and a proposed date of meeting and meeting place.
- (c) Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether or not a meeting shall occur.
- (d) Should the party receiving the request reply positively to the request, the parties shall meet to negotiate the matter. If the parties agree on the amended language, it shall be deemed to be negotiated into and form part of the Collective Agreement.
- (e) The signatories to the amending document for the Union shall be the **Labour** Relations Officer, and for the Employer shall be the Executive Director.

IN WITNESS WHEREOF the parties have executed this Agreement the 20th day
April of, 2026.

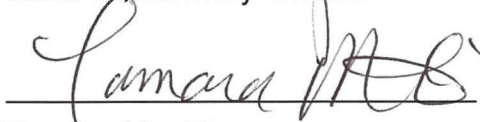
Colchester Residential Services Society



Shannon McLellan
Executive Director

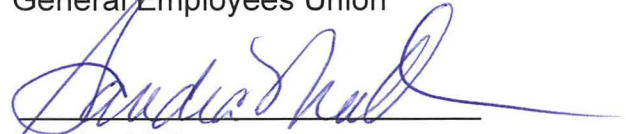


Suzie Muldowney-Ozawa

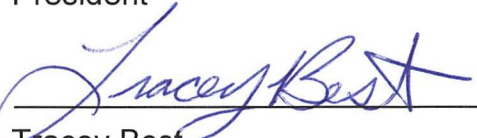


Tamara MacKinnon

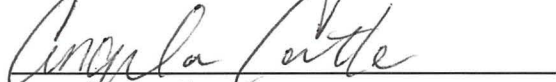
Nova Scotia Government and
General Employees Union



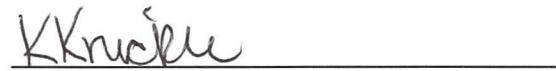
Sandra Mullen
President



Tracey Best
Labour Relations Officer



Angela Castle
Bargaining Committee Member



Kristy Ann Knickle
Bargaining Committee Member



Patrick Shannon
Bargaining Committee Member



Katie Wentzell
Bargaining Committee Member

APPENDIX "A" - WAGES

**1. Classification
Residential Support Worker**

Effective Date		Hourly Wage Rate					
		Step 1 (start)	Step 2 (after year 1)	Step 3 (after 2 years)	Step 4 (after 3 years)	Step 5 (after 4 years)	Step 6 (after 5 years)
October 31, 2024		\$22.56	\$23.02	\$23.49	\$23.97	\$24.46	
November 1, 2024	3% and 2.5%	\$23.80	\$24.29	\$24.78	\$25.29	\$25.80	
November 1, 2025	2%	\$24.28	\$24.77	\$25.28	\$25.79	\$26.32	
October 31, 2026		\$24.28	\$24.77	\$25.28	\$25.79	\$26.32	\$26.98
November 1, 2026	2%	\$24.76	\$25.27	\$25.78	\$26.31	\$26.85	\$27.52
November 1, 2027	2%	\$25.26	\$25.77	\$26.30	\$26.84	\$27.38	\$28.07

- Step 1 – zero (0) to three (3) months service
- Step 2 – three (3) to six (6) months service
- Step 3 – six (6) to (9) months service
- Step 4 – nine (9) months of service or more

No probationary employee in the employ of the Employer on the signing date of this agreement shall suffer a reduction in wage rate resulting from the implementation of this wage schedule.

No term employee in the employ of the Employer on the signing date of this agreement shall suffer a reduction in wage rate resulting from the implementation of this wage schedule while in that term position.

2. Employees who do not meet or maintain the Provincial Advisory Committee standards shall be paid the following hourly wage:

Date of signing	\$17.94
November 1, 2025	\$18.29
November 1, 2026	\$18.66
November 1, 2027	\$19.03

3. Night Sleep

April 1, 2025	\$15.70 (minimum wage)
October 1, 2025	\$16.50 (minimum wage)
April 1, 2026	\$16.75 (minimum wage)
October 1, 2026	\$17.00 (minimum wage)

APPENDIX "B"

Procedure for Filling Vacant Shifts within a Cluster

1. (a) Employees must specify to the Employer, using the Employee Availability Form, based on the six (6) week rotating schedule, their availability to work shifts additional to their regular schedule and the maximum number of hours per week they would prefer to work in accordance with Paragraph 2.
 - (b) The Employer will continue to rely on the employee's completed form until such time as the employee submits a revised Employee Availability Form to the Employer.
 - (c) (i) Subject to paragraph 1(c)(ii), any changes to the Form must be submitted to the Employer prior to Friday of week one, three and five to be effective for each respective two week schedule following.

(ii) For the prime time Summer Vacation period June 15 to September 15, any changes to the form must be submitted to the Employer no later than June 15th and cannot be withdrawn after June 15.

For the Christmas period December 20 to January 5, any changes to the form must be submitted to the Employer no later than November 1 and cannot be withdrawn after November 1.

(iii) While the Employee Availability Form cannot be changed after being submitted, subject to (c)(ii) above it can be withdrawn by the employee with written notification to the Employer by Friday on weeks one (1), three (3) and five (5) and such withdrawal will not affect the current posted schedules. Casuals will also specify to the Employer shifts for which they will be available to work. The Employee Availability Form will be used to develop the original posted schedule as per Article 14.02.
2. (a) The Employer will assign employees to the vacant shifts in accordance with Paragraph 1 by seniority, up to the Wednesday prior to each two (2) week schedule coming into effect.

- (b) For greater clarity, the assignment will include the number of shifts necessary for the employee to reach the maximum number of hours of work per week he/she would prefer to work. However, no employee will be assigned a shift that will result in the employee's total hours for the week exceeding forty (40), except in accordance with Paragraph 2 (c) below.
 - (c) In the event that the assignment of shifts in Paragraph 2 (b) above results in all eligible employees being assigned up to forty (40) hours, the Employer will then assign by seniority vacant shifts to those employees who, pursuant to Paragraph 1, indicated availability to work up to forty-eight (48) hours per week.
 - (d) Shifts filled in accordance with a) above will be posted on the revised schedule for the upcoming two (2) week period.
 - (e) A shift assigned by the foregoing process shall have the same contractual requirement as the employee's regularly scheduled shifts. For greater clarity, the employee is expected to report for work as he/she would for a regularly scheduled shift.
3. Shifts that remain vacant after the deadline referred to in paragraph 2) (a) above or become vacant after the deadline, shall be offered by the Employer to employees and casuals inside the cluster or outside the cluster in whatever manner it deems necessary.
 4. During the period June 15th to September 15th, casuals will be employed to cover the prime time period providing there is no part-time employee applying for the temporary summer position who is available to fill the position in addition to working his/her regular part-time position.
 5. Notwithstanding the foregoing procedures, shifts shall be assigned to employees possessing the necessary skills and ability to meet the needs of the person supported. In addition, it is recognized that employees may be assigned shifts outside the rotation in order to ensure they obtain the necessary job skills and experience.

APPENDIX "C"

Memorandum of Understanding

RE: Program Supervisor

The Employer and the Union agree that the following conditions shall govern the use of Program Supervisors during the term of this agreement:

1. Subject to Article 22.07, the Program Supervisors shall be permitted to be scheduled to perform bargaining unit work for fifty per cent (50%) of each full-time equivalent Program Supervisor position, averaged over a six week period. For the remaining fifty percent (50%) of work time the Program Supervisor shall perform management functions.
2. The number of Program Supervisors shall not exceed nine (9) full-time equivalent positions, based on the level of services provided by the Employer on the signing date of this agreement. Should the level of services provided be increased, requiring an increase in the number of Programme Supervisors in excess of nine (9), and where the new Programme Supervisor may be required to perform bargaining unit work, it shall be done with prior notification to the Union.

APPENDIX "D"

Term Employees

Notwithstanding the term "employee" as used in the Agreement, and for greater clarity, term employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

- Article 1 – Definitions – In its entirety.
- Article 2 – Recognition - In its entirety.
- Article 3 – Management Rights - In its entirety.
- Article 4 – Discrimination - In its entirety.
- Article 5 – Strikes and Lockouts - In its entirety.
- Article 7 – Union Dues - In its entirety.
- Article 8 – Membership Communication - In its entirety.
- Article 9 – Information - In its entirety.
- Article 11 – Termination and Notice

11.01 A term employee may be terminated at the sole discretion of the Employer upon the provision of two (2) weeks' notice.

Article 13 – Job Posting

13.01 The term employee, may apply for a posted permanent position.

13.02 (a) The Term Employee shall be required to complete his/her Term Position prior to applying for or accepting another Term Position.

(b) Notwithstanding (a) above, a Term Employee shall be permitted to apply for, or accept, another Term Position provided that term is greater than six (6) months and provided the Term Employee is within the last two (2) months of his/her current term.

Article 14 – Hours of Work - In its entirety, except Article 14.06.

Article 15 – Overtime - In its entirety.

Article 16 – Transportation - In its entirety.

Article 17 – Pay Provisions - In its entirety.

Article 18 – Vacations

The term employee shall receive four (4%) per cent vacation pay on wages earned during each pay period.

Article 19 – Holidays - In its entirety.

Article 20 – Leaves of Absence

Article 20.01, 20.02, 20.03, 20.09 and 20.13 only.

- Article 23 – Grievance and Arbitration - In its entirety.
- Article 26 – Compensation For Injury On Duty - In its entirety.
- Article 27 – Damage To Employee Property - In its entirety.
- Article 28 – Labour Management Committee - In its entirety.
- Article 30 – Adverse Weather Conditions-In its entirety.
- Article 31 – Duration And Retroactivity - In its entirety.
- Appendix “A” – The term employee shall receive Step 2 of the Appendix “A” wage rate for the duration of the term position.

APPENDIX "E"

Layoff and Recall Procedure

1. Where there is a reduction of hours in a house the Employer shall identify all available hours agency wide and meet with a representative of the Union to share this information.
2. Once available hours have been identified, the Employer and Union shall meet with the employees working in the location where there is to be a reduction in hours, to determine if there is any employee who voluntarily accepts the layoff and, failing an employee volunteering to reduce their hours or accept a lay-off, the Employer shall seek volunteers from employees, bargaining unit wide. If there is more than one (1) volunteer, the lay-off shall be offered to the most senior employee.
3. Where there are no volunteers willing to accept a lay-off or a reduction of hours, all available hours shall be offered to the affected employees. Where there are insufficient available hours, then the number of hours to be reduced shall be taken from the employee(s) with the least seniority in the bargaining unit and the hours shall be offered to the employee(s) whose hours have been reduced. Where the hours to be replaced are not acceptable to the employee(s) who are to be assigned the hours, the employee shall be laid off and shall retain recall rights to these un-replaced hours.
4. Where a lay-off occurs under Article 22 of the Collective Agreement, bargaining unit wide seniority shall apply, subject to Paragraphs 6 and 12 below.
5. Where the hours to be reduced are less than a full time position and the most junior employee is a full time employee, the hours will be reduced from the hours assigned to the most junior part time employee(s).
6. Employees who are laid off shall have the right to recall for a period of twelve (12) months during which they may have the right to be recalled to any position in the bargaining unit with the same number of hours (part time or full time). An employee may accept a partial recall to a position with less hours and such partial recall shall not disentitle the employee to be recalled to the full number of hours (full time or part time) that the employee had at the time of the lay-off. However, a partial recall or placement in a term position(s) shall not extend the recall period beyond twelve (12) months. An employee shall be responsible to provide the Employer with current contact information.

7. An employee may elect to limit their recall to a specific location or locations by indicating the same to the Employer in writing.
8. The Employer shall not post pursuant to Article 13.01 until employee(s) on recall have been offered and declined the available hours.
9. Shifts which are filled in accordance with Appendix "B" are not shifts that will be offered as recall for laid off employees. However, an employee who is laid off shall be permitted to obtain shifts as casuals or, where the employee retains hours with the Agency, as a part time employee.
10. At any step of the process employees shall be given seventy-two (72) hours in which to make a decision with respect to a voluntary lay-off or reduced hours or, to accept or decline full or partial recall.
11.
 - (i) The application of seniority shall be subject to the employee having the qualifications and ability to perform the work.
 - (ii) The Employer or the employee reserves the right to require a trial period of up to 520 hours of work where the employee transfers to or is recalled to a new location. The requirement for a trial period will be confirmed in writing prior to commencement of work at the new location.
 - (iii) If during the trial period the employee proves unsatisfactory in the position, or if the employee is unable to perform the duties of the position, the employee shall return to layoff and the original date of layoff shall apply.

APPENDIX "F"

Re: Employee Transfer

The parties agree that while the transfer of an employee from one location to another is a management right, the Employer will consult with the union prior to the transfer occurring.

MEMORANDUM OF AGREEMENT – PENSION PLAN

The parties agree to transition to the Public Service Superannuation Plan (PSSP) for the bargaining unit members. The transition to the PSSP is conditional on mutual agreement of the Parties and subject to the conditions for entry under the Plan.

The Employer upon signing this agreement agrees to approach the PSSP by letter for permission to join the Plan.

A jointly chaired employer / union information session will be held within sixty (60) days of the signing of this Collective Agreement to explain the potential options related to transferring to the Plan. The information session shall be mandatory for all potential plan members and shall be held during regular work hours. Non union employees of the Employer are welcome to attend for the purpose of gaining information but will not be part of the discussion on the merits.

Within two (2) weeks following the information sessions, and in accordance with the Plan requirements, a vote will be conducted to determine if the employees are in favour of joining the PSSP.