

Collective Agreement

Between

Metro Community Living Limited

(Hereinafter referred to as the “Employer”)

and

Nova Scotia Government & General Employees Union

(Hereinafter referred to as the “Union”)

November 1, 2015 - October 31, 2023

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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.

The parties recognize that the purpose of the Metro Community Living Limited is to provide services to persons primarily with mental illnesses which are integrative, individualized, social role valorizing, respectful of the dignity and rights of the client, and consistent with the principles and philosophies of the strengths perspective of rehabilitation and support.

ARTICLE 1 - DEFINITIONS

1.01 Definitions

- (a) "Agreement" - means the Collective Agreement between Metro Community Living Limited and the Nova Scotia Government and General Employees Union.
- (b) "Bargaining unit" -- means all persons employed by the Employer in probationary, permanent, **casual**, and term positions, except those excluded as defined in Article 2.01
- (c) **"Casual" is an employee who has worked a total of 900 hours from their most recent date of hire and who is not a Full Time employee or a Part Time employee and works on an "as needed" basis. Casual employees shall be covered by the provisions of the Collective Agreement as indicated in Article 34.**
- (d) "Employee" means a person who is included in the bargaining unit.
- (e) "Employer" means Metro Community Living Limited.
- (f) "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.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a holiday in this Agreement.
- (h) Permanent Employee is:
 - (i) A "Full-time Employee" who is a member of the bargaining unit and is employed to work the standard hours of work outlined in Article 14 on a regularly scheduled and recurring basis and who has completed the probationary period;

Or

- (ii) A "Part Time Employee" who is a member of the bargaining unit and is employed to work on a regularly scheduled and recurring basis at least twenty (20) hours per week but less than the standard hours of work for Full Time Employees as set out in Article 14.01, and who has completed the probationary period. The Part Time Employee shall be entitled to all the benefits of the collective agreement on a pro rata basis except where expressly provided otherwise.
- (i) "Probationary Employee" is an employee hired for a permanent position who has not completed the probationary period.
- (j) "Seniority" means the length of continuous employment from the most recent date of hire to a permanent position in the bargaining unit.
- (k) "Service" means paid time with the Employer, in a position, except as expressly provided otherwise.
- (l) "Student Placement" means a person from a recognized post secondary institution who is participating with the Employer in a practicum. The Student Placement is not a member of the Bargaining Unit and is not covered by the collective agreement. The Student Placement shall not reduce the hours of work or benefits of Bargaining Unit members.
- (m) "Term Employee" means an employee hired on a regular basis for a specific period of time for at least a three (3)-month period to replace a permanent employee on a leave of absence, or to work an extra staffing assignment that is approved for funding by the Department of Community Services. Regular shall mean at least twenty (20) hours per week on a recurring basis.

Term employees shall be covered by all provisions of the Collective Agreement except layoff and recall and except as indicated otherwise in Article 33 and elsewhere in the Collective Agreement. The term appointment may exceed twelve (12) months by mutual agreement of the parties. Absent mutual agreement, then the position shall be posted as a permanent position.
- (n) "Union" means the Nova Scotia Government and General Employees Union (NSGEU)
- (o) "Union representative" means any person designated by the Union.
- (p) "Working Day" excludes Saturday, Sunday and Statutory Holidays, unless specified otherwise in this agreement.

1.02 Gender

“Gender Neutral” The Union and the Employer support the right to gender expression: therefore, the provisions of this Agreement are intended be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 2 - RECOGNITION

2.01 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in a bargaining unit consisting of all Permanent Employees, Term Employees and **Casuals** employed by the Employer as community residential workers and licensed practical nurses except Program Coordinators, 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 House Managers

If the Employer creates the position of House Manager, the Employer and the Union shall meet to determine if the position shall be included in or excluded from the bargaining unit. If the parties cannot agree, the matter shall be referred to grievance mediation. If the matter is not resolved at grievance mediation, it may be referred to arbitration. The Union agrees that House Manager may regularly perform bargaining unit work in addition to their management duties.

2.03 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, except as specifically abridged or modified by the express provisions of this Agreement. All functions, rights, powers, prerogatives, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement

are recognized by the Union as being retained by the Employer. The Employer shall exercise its rights in a fair and reasonable manner.

3.02 List of Management Rights

Without limiting the generality of the above, these rights, except as specifically abridged or modified by the express provisions of this Agreement, 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;
- (g) maintain order and efficiency and generally manage the Company, direct the workforce and establish terms and conditions of employment.

3.03 Conforming with Department of Community Services

- (a) 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 Community Services.
- (b) The Parties agree that no Article in this Agreement or part thereof can be altered or rendered invalid by the operation of Article 3.03 (a).

ARTICLE 4 DISCRIMINATION

4.01 No Discrimination

The Employer shall not discriminate by reason of race, colour, religious or political affiliation, sex, age, marital status, physical handicap, ethnic or national origin, except where provincial legislation expressly overrides this Agreement.

4.02 No Discrimination for Union Membership or Activity

The Employer further agrees that there shall be no discrimination by reason of membership in the Union or activities on behalf of the Union.

4.03 No Harassment

Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment based upon the characteristics set out in Article 4.01 and 4.02.

4.04 Gender Preference

Where the Employer can establish that client service cannot be reasonably provided otherwise, the parties recognize and acknowledge that gender preference in staff hiring, transfer and promotion constitutes a bona fide occupational requirement and therefore does not constitute grounds for discrimination.

4.05 Same-Sex Family Status

Any applicable family-oriented benefits shall be available to families with same-sex spouses.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

- (a) 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.
- (b) The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 6 - UNION ACTIVITY

6.01 Leave Without Pay for Union Business

Where operational requirements permit, and on reasonable notice, special leave without pay may be granted to employees for union business as may be authorized by the Union. Such permission will not be unreasonably withheld.

6.02 Continuation of Pay and Benefits

If requested in writing by the Union, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

6.03 Recognition, Rights and Duties of Stewards

- (a) An employee may have the assistance of a Union representative in all matters relating to labour relations between the Union and the Employer.
- (b) The Employer recognizes the Union's right to select stewards and alternates to represent employees in each of the areas served by the Employer. The Union agrees to provide the Employer with a list of employees designated as stewards and alternates. The Employer shall submit a list of Supervisors to the NSGEU.
- (c) Subject to operational requirements, a steward or their alternate is entitled to leave work during working hours in order to participate in a meeting called by the Employer.
- (d) Leave for this purpose shall be without loss of regular pay.
- (e) When a steward is required to attend a formal grievance meeting during non-working hours, notwithstanding article 15.01 the time spent at the meeting shall not result in overtime. The steward shall receive straight time pay for time spent at the meeting or time in lieu as mutually agreed between the steward and the Employer

6.04 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 6, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business pursuant to Article 6 provided the Union reimburses the Employer for the Employer's costs of benefits for the period of such leave pursuant to Article 6.02.

6.05 Contract Negotiations

Leave of absence with pay for Union leave shall be granted to not more than three (3) 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.

6.06 Leave of Absence for the Full-time President

Leave of absence for the Full-time President of the Union shall be granted in accordance with the following:

- (a) An employee who declares an intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) they are to serve.

- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All group insurance benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of the term of office, the employee shall be reinstated to the same or equivalent position they held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave and with no loss of seniority for the period of absence.
- (h) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be paid out to the Employee at the time they commence the leave.
- (i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence. The Union shall also reimburse to the Employer the Employer's cost of re-certification for Standard First Aid.

ARTICLE 7 - UNION DUES

7.01 Deduction of Union Dues

- (a) The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the semi-monthly pay of all Employees. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full semi-monthly pay period.
- (b) In the event that the Employer changes to a biweekly pay, dues deductions shall be biweekly.

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 by the 15th of the following month and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. At this time, the Employer shall also advise the Union in writing of all appointments, leaves of absence greater than two (2) weeks, and terminations that occurred in the previous month.

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 Membership Communication

In each work location and in the main office, the Union may have a binder for the inclusion of Union material for the purpose of communicating to its members.

ARTICLE 9 – INFORMATION

9.01 Copies of Agreement

The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally between the Employer and the Union.

9.02 Statement of Appointment

Upon hiring or change of status, each Employee shall be provided with a statement of their classification and employment status.

9.03 New Employees

- (a) The Union will provide the Employer with an information package for new employees, which shall include the Union sign up form for the employee to forward to the Union. The Employer agrees to provide each bargaining unit member with a copy of the Collective Agreement and the information package upon signing of a new Agreement and, for new employees, upon hire into a bargaining unit position.
- (b) The Employer shall inform the Secretary of the Local on a monthly basis of the hiring of new employees, of the said employees' names, dates of hire, positions and locations of employment. Where any of the foregoing information is protected by privacy legislation, the Union shall provide the Employer with the Employee's signed consent to release the information to the Union.

9.04 Position Descriptions

Employees shall be provided with current job descriptions outlining the duties and responsibilities of their positions. Upon request, the Union shall be provided a copy of the job descriptions.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Probationary Period

All newly hired employees to a permanent position shall serve a probationary period of one thousand and ninety two (1092) hours of work. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.

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 Appointment

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

10.04 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.

10.05 Compensation for Orientation and Shadow Shifts

An Employee, upon appointment to a position in the bargaining unit, shall be compensated for all approved orientation or shadow shifts.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.01 Just and Sufficient Cause for Discipline

No Employee who has successfully completed the probationary period shall be disciplined, except for just and sufficient cause.

11.02 Right to Have Union Representative Present

When an investigation into allegations requires a meeting between the Employer and the Employee against whom an allegation has been made, 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 a Union Representative to be present or, where a Union Representative is not available, another member of the bargaining unit may be present. Where the Union Representative is an Employee, the Representative shall not suffer any loss of pay or benefits for time spent at any such meetings.

11.03 Notification of Employee and Union

- (a) Where an Employee is suspended without pay or discharged, the Employer shall, within five (5) working days, notify the Employee in writing by e-mail, certified mail or by personal delivery, stating the reason for the suspension or discharge, with a copy to the Union.
- (b) Provided the Employer is aware of a suspension or discharge prior to the Employee's shift, the Employer will make every reasonable effort to notify the Employee at home.
- (c) Discipline imposed on an employee shall not be introduced as evidence at a hearing relating to discipline if the Employee was not informed of the disciplinary matter when it was imposed.

11.04 Grievance

Where an Employee alleges that they have been suspended without pay or discharged contrary to Article 11.1, they shall lodge their grievance at Step Two of the grievance procedure within fifteen (15) days of the Union receiving written notice of the suspension or discharge.

11.05 Progressive Discipline

The Employer supports a system of progressive discipline. Progressive discipline includes and/or begins with spoken warnings and moves to written warnings. Subject to Article 11.01, and where the seriousness of the circumstances warrant, more serious disciplinary action may be imposed, including suspension and termination.

11.06 Support for Rehabilitation

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol or drug dependency or gambling addiction to obtain a program directed to the objective of their rehabilitation. No employee shall be terminated solely for alcohol, drug or gambling dependency as the first disciplinary action.

If the Employer determines that an Employee has an addiction and where the abuse or misuse has had some serious negative consequences for the Employer, its staff or clients, then the Employee shall be subject to discipline, however the addiction diagnosis may be a mitigating factor. Subject to Article 11.01, any further incidents shall be subject to more severe disciplinary action, including dismissal.

11.07 Rules of Work

Without limiting the methods which may be developed 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. Subject to Article 11.01, 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.

ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

12.01 Evaluations

The Employer intends to conduct a formal review of an Employee's performance 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.

12.03 Expunging Files

Where written documentation of disciplinary action exists in an Employee's file, and where formal disciplinary action has not occurred for a period of 24 months of service following the date of the written documentation, that documentation shall be expunged from the Employee's file.

ARTICLE 13 - JOB POSTING

13.01 Job Posting

When the Employer determines that a new position or vacancy occurs within the bargaining unit, the Employer shall post a notice of such new position or vacancy where Employees work for seven (7) calendar days. **The Employer will email a copy of the job posting to those Employees that work at the Independent Living Support Program to the Employee's email address on file with the Employer.**

13.02 Temporary Transfers for Pregnancy and Physical Needs

Notwithstanding Article 13.1, 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 **Union**.

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 (which, in part, includes client compatibility). Where, in the opinion of the Employer, the qualifications and ability are relatively equal, seniority shall be the deciding factor.
- (c) The Employer shall post the name of the successful applicant(s) in all regularly staffed homes and head office within ten (10) working days of the date of hire.
- (d) Notwithstanding any other provision of this article, but subject to Article 13.04 (c), an Employee appointed to a position shall be prohibited from applying for any other position for a period of six (6) consecutive months from the actual start date in the position; however, a Term Employee may apply for a permanent position at any time throughout their assignment and a **Part Time Employee may apply for a Full Time position**.

13.04 Trial Period

- (a) A permanent Employee who is the successful applicant to a new or vacant position shall be given a trial period for six hundred and thirteen (613) hours in the new position.
- (b) If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, the Employee shall be returned to their former or a similar position and salary without loss of seniority or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of seniority or other benefits. After the successful completion of the trial period, the promotion or transfer shall become permanent. In implementing the rearrangement of positions, no job postings shall be required.
- (c) An Employee who determines that they are unable to perform the duties of the new

position in a satisfactory manner shall be returned to their former position pursuant to (b) above, providing the Employee requests same in writing, setting out the particular aspects of the job that the Employee is unable to satisfactorily perform. Notwithstanding any other provisions of this agreement the Employee will be prohibited from applying for any vacancies for a period of twelve (12) months following the Employee's return to their former position.

13.05 Gender Preference

Notwithstanding Article 13.03, job postings may state a preference of gender for the purpose of personal care and role modeling for residents, or where such preference is otherwise demonstrably justified.

13.06 Permanent Employee Filling Term Position

A Permanent Employee who fills a term position that is posted pursuant to article 13.01 shall maintain permanent status. However, a permanent full time Employee who fills a temporary part time position will receive permanent part time Employee benefits and a permanent part time Employee who fills a temporary full time position shall receive permanent full time Employee benefits.

ARTICLE 14 - HOURS OF WORK

14.01 (a) Full Time Employees

The standard hours of work for Full Time Employees shall normally be a minimum of forty (40) hours and a maximum of forty-two (42) hours per week, averaged over a four (4) week period, except where otherwise provided in this Agreement.

(b) Part Time Employees

(i) The standard hours of work for a Part Time Employee shall be at least twenty (20) hours per week but less than full time hours per week, averaged over a four (4) week period.

(ii) The hours of work for Part Time Employees shall be flexible to meet the needs of the client.

(iii) With the exception of Overnight Sleep Shifts, daily hours of work shall be a maximum of twelve (12) hour shifts and will be scheduled between 7:00 am and 11:00 pm.

(iv) Notwithstanding 14.01 (b) (iii), the Employee and the client, with the approval of the Employer, may mutually agree to vary the schedule pursuant to 14.01 (b) (ii)

(c) The assignment of additional shifts pursuant to Article 14.05 shall be excluded from the calculation of standard hours of work.

14.02 (a) Changes to Work Location Schedule

- (i) Subject to operational requirements or funding, the Employer agrees to maintain the existing schedule for each work location.
- (ii) When, pursuant to (i) above, it is deemed by the Employer that the existing work location schedule must be changed due to operational requirements, a minimum of four (4) weeks notice will be given to employees affected by the change.

(b) Change to Individual Employee Schedule

- (i) The Employer recognizes that short notice changes to an Employee's individual schedule are difficult and the Employer will make every reasonable effort to minimize schedule changes. Nevertheless, changes in operational needs sometimes necessitate short-notice scheduling changes that affect an Employee's start/finish time. Therefore, changes to an Employee's start/finish time after the schedule has been posted may be made by the Employer, provided twenty-four (24) hours' notice is given to the Employee and the Employee has been advised of the reason for the change in his/her start/finish time. The twenty-four (24) hour notice may be waived with agreement of the Employee.
- (ii) Employees assigned to the Supervised Apartment Program need to work a flexible schedule in order to meet the program needs of clients as mandated in the client's Individual Program Plan (IPP). Therefore the twenty-four (24) hour notice in 14.02 (b) (i) shall not apply to the Supervised Apartment Program.

(c) Transfer for Indefinite Period of Time

- (i) For the purpose of article 14.02 (c) only, "transfer" shall mean the assignment of an Employee from one work location to another for an indefinite period of time.
- (ii) It is recognized that the Employer may transfer an Employee. It is further recognized that said transfer may result in some disruption to the Employee. Therefore when the Employer transfers an Employee the Employer shall advise the Employee accordingly a minimum of two (2) weeks prior to the transfer date, which may be waived with agreement of the Employee. Notwithstanding the foregoing, the two week notice shall not be required where the Employer determines that for operational requirements or program efficacy the transfer must occur sooner.

14.03 Exchange of Shifts

Provided sufficient advance notice is given and with the approval of the Employer, Employees may exchange shifts if there is no additional cost to the Employer.

14.04 Staff Meetings/ Committee Meetings / Orientation

The Employer and Union agree that, notwithstanding any provision of the Collective Agreement between the parties to the contrary, the following shall apply to Employees who attend staff meetings scheduled by the Employer or committee meetings pursuant to Articles 24.02, 28.01 and 30.02 of the Collective Agreement; and to orientation pursuant to Article 10.05:

- (a) An Employee shall receive straight time pay for attending meetings and orientation pursuant to this article.
- (b) The paid time shall not be included in the calculation of hours of work or overtime as set out in Articles 14.01 and 15.01 respectively of the Collective Agreement.

14.05 Assigning Vacant Shifts

- (a) Vacant Shift means one that becomes vacant due to the short term absence of a Permanent Full Time, Permanent Part Time, or a Term Employee.
- (b) Permanent Employees shall be eligible to be assigned to vacant shifts in accordance with Appendix C, provided it is a shift additional to their permanent position and provided the shift does not put the Employee into overtime compensation.

14.06 Overnight Sleep Shifts

- a) The night sleep shift shall be a twelve (12) hour period between 8pm and 9am during which the Employee works a combination of three (3) active hours and nine (9) sleep hours. Notwithstanding Article 14.01, a permanent overnight sleep position of ten (10) shifts in a two-week period will be considered to be full time.
- b) The night sleep shift shall be paid a flat rate equivalent to **eight (8)** times the Employee's regular rate and is deemed to be **eight (8)** hours of work for the purposes of this Collective Agreement.
- (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 pay; however, the maximum compensation for the night sleep shift shall not exceed twelve (12) 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.

14.07 Shift Differential

(a) Shift Differential

Effective the date of ratification, Employees shall receive a shift premium of **two dollars and fifteen cents (\$2.15)** per hour for every regular hour worked between 8:00pm and 8:00am. Effective October 31, 2021, the shift premium shall be increased to **two dollars and thirty five cents (\$2.35)**.

(b) Weekend Premium

Effective the date of ratification, Employees shall receive a weekend premium of **two dollars and fifteen cents (\$2.15)** per hour for every regular hour worked between midnight Friday and midnight Sunday. Effective October 31, 2021, the weekend premium shall be increased to **two dollars and thirty five cents (\$2.35)**.

(c) The shift differential and weekend premiums apply only to the approved active duty hours of the night sleep shift and the Live-in shift.

(d) Shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RRSP, or any other benefits under this agreement.

14.08 Shift Report

Employees are required to be at the work place fifteen (15) minutes prior to commencement of their shift in order to do report and assigned counts.

14.09 Work in a Different Location

Employees that are directed to work in a location different than their permanent position may receive a one (1) hour orientation at the different location when operational requirements permit. For greater clarity operational requirements include a staffing shortage.

ARTICLE 15 - OVERTIME

15.01 Application

(a) Overtime for Full-time employees shall apply to all hours worked in excess of a regularly scheduled shift; or to all hours worked in excess of forty-eight (48) hours worked in either week of the bi-weekly pay period.

(b) Overtime for part time employees shall apply to all hours worked in excess forty-eight (48) hours worked in either week of the bi-weekly pay period.

(c) Subject to article 14.05 and Appendix "C", no Employee will be required to work in excess of eighty-four (84) hours in a bi-weekly period 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.

- (d) An Employee required to work in excess of twenty-four (24) consecutive hours shall be paid two (2X) times the Employee's regular rate of pay for each hour worked in excess of twenty-four (24) hours, provided the Employee was not given the opportunity of at least a six (6) hour rest period. For greater clarity, a six (6) hour rest period serves as a break in consecutive hours worked.

15.02 Authorization of Overtime

- (a) All overtime must receive prior authorization of a member of the management team or designate.
- (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 Overtime Compensation

Compensation rates for Employees for overtime hours shall be time and one-half.

15.04 Form of Overtime Compensation

Compensation for overtime shall be in the form of pay. However, if the Employee chooses and the Employer agrees, overtime may be granted in the form of paid time off in lieu of overtime pay at a time mutually agreed by the Employer and the Employee.

15.05 Overtime Eligibility

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

15.06 Computing Overtime

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

ARTICLE 16 - TRANSPORTATION

16.01 Reimbursement

The Employer agrees to reimburse Employees for travel (such as taxi or bus) if prior authorization has been received. The rate of reimbursement for travel by the Employee using a privately owned vehicle shall be **the rate as set by the Department of Community**

Services . The Employer shall reimburse Employees for other reasonable travel expenses if prior authorization has been granted.

16.02 No Requirement to Transport a Resident

No employee shall be required to transport a resident using a privately owned vehicle, except where the requirement to transport is a condition of employment for a particular position.

ARTICLE 17 - WAGES AND CLASSIFICATIONS

17.01 Rates of Pay

The Employer shall pay wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. Each Employee shall be provided on-line access to their statement of earnings and deductions.

17.02 Acting Pay

- (a) Where an Employee is designated to perform for a temporary period of three (3) or more consecutive days the principal duties of a higher position, the Employee shall receive payment of acting pay equal to the wages of the higher-paying position.
- (b) While performing the principal duties of a higher-paying position, an employee shall continue to accrue and accumulate seniority credits and service for the duration of the period and her service and seniority shall be deemed to be continuous.
- (c) Employees who assume an acting position at the supervisory level shall continue to be members of the bargaining unit. In the event that an employee remains in an acting capacity in a supervisory position for a period in excess of twelve (12) months, the provisions of Article 32.02 shall apply.

17.03 New Classification

Should a new or substantially altered classification be created within the bargaining unit that is not covered in Appendix "A" of the Agreement, the Employer and the Union shall negotiate the rate of pay. Nothing herein shall prevent the Employer from filling such positions during such negotiations. If the parties are unable to agree on the rate of pay, such dispute shall be submitted to arbitration. The new rate shall be retroactive to the date on which the position was first filled by the Employer.

ARTICLE 18 - VACATIONS

18.01 Vacation Year

The vacation year shall be January 1st to December 31st inclusive.

18.02 Vacation Entitlement – Permanent Full Time Employees

- (a) Permanent Full Time Employees shall earn vacation at the following rates effective date of signing of this agreement.
 - (i) during the first year of service – 6.67 hrs per 173.3 hours paid
 - (ii) after one (1) year and up to seven (7) years of service – 10 hours per 173.3 hours paid
 - (iii) after seven (7) years of service – 13.3 hours per 173.3 hours paid
- (b) **A Permanent Full Time Employee will carry over any portion of one year's vacation to a maximum of forty eight (48) hours of banked vacation pay credits. Where the Permanent Full Time employee has made reasonable attempts to schedule vacation and such requests have been denied, the employee may carry over amounts in excess of forty eight (48) hours.**
- (c) A Permanent Full Time Employee shall normally be granted vacation in the year following the year in which it is earned; however, a Permanent Full Time Employee may request up to forty eight (48) hours earned vacation to be taken in the year it is earned.

18.03 Notice of Vacation

- (a) (i) A Vacation Week is either two separate blocks of 2 or 3 consecutive scheduled work days or one continuous block of 4 to 7 consecutive scheduled work days. (See Appendix D for example.)
- (ii) Prime Time – June 15 to September 15

In scheduling vacation periods senior employees shall have preference, subject to operational requirements. Employees must, no later than April 30th, complete and submit a "Request for Vacation Leave" form indicating their choice of vacation for the upcoming June 15 through Sept 15 (prime time) period. The Employer shall post, not later than May 15th, a vacation roster setting out the approved vacation requests. 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) vacation weeks until all staff have had the opportunity to choose vacation time during the prime period of June 1 to September 30.
- (iii) Employees may exercise their seniority rights under Article 18.03 (a) (ii) no more than twice and for no more than (2) two vacation weeks. An employee

will not be deemed to have exercised their seniority rights if there has been no conflict in vacation requests. Where a conflict does exist on vacation requests, the Employer must ask the employee if they wish to exercise their seniority rights for the time in question.

(b) **Vacation Requests Outside Prime Time with Advance Notice**

(i) **December 16 to June 14**

Vacation time requests for the period from December 16 to June 14 shall not be granted before October 1st. All requests received by the deadline of October 1st shall be granted on a seniority basis. The Employer shall post the approved vacation roster for this period no later than October 15th.

(ii) **September 16 to December 15**

Vacation time requests for the period from September 16 to December 15 shall not be granted before July 15th. All requests received by the deadline of July 15th shall be granted on a seniority basis. The Employer shall post the approved vacation roster for this period no later than August 1st.

(c) **Vacation Requests Outside Prime Time with Short Notice**

(i) All requests for six (6) consecutive shifts or greater received outside the deadlines set out in (a) and (b) above shall be granted on a first-come, first-serve basis. The employee must provide one (1) month's notice and the Employer will respond within ten (10) business days.

(ii) All vacation requests for less than six (6) consecutive scheduled shifts received outside the deadlines set out in (a) and (b) above 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 and as follows:

(a) Up to two consecutive scheduled shifts requires one weeks notice and the Employer must respond within two (2) business days;

(b) More than two (2) consecutive scheduled shifts but less than six (6) requires two (2) weeks notice and the Employer must respond within five (5) business days.

(iii) Operational requirements of the Employer will be mitigated where the vacation request for less than six (6) consecutive scheduled shifts is received by the Employer prior to the work schedule being posted.

(iv) The exercise of seniority rights shall not be used to cancel another employee's vacation granted under (c) (i) & (ii) above provided the more junior employee's vacation request was received by the Employer first.

- (v) Notwithstanding the deadlines set out in (b) and (c) above the Employer may, at its sole discretion, accept shorter notice for vacation requests.

18.04 Employee Compensation upon Separation

An Employee, upon their separation from the Employer, shall be compensated for vacation leave to which they are entitled.

18.05 Vacation Credit Information

The balance of an employee's vacation leave credits shall be included on the employee's biweekly electronic statement of earnings and deductions.

18.06 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. An employee who has incurred expenses related to their vacation and, subsequent to their vacation approval, has their vacation canceled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists.

18.07 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.

18.08 Time Spent as President of NSGEU

For the purpose of calculating years of service per Article 18.02, time spent serving as President of NSGEU shall be included.

18.09 Vacation Entitlement – Permanent Part Time Employees

- (a) Part Time Employees with less than eight (8) years service shall receive four percent (4%) of wages as vacation pay; with eight (8) or more years service the employee shall receive six percent (6%) of wages as vacation pay.
- (b) Vacation pay shall accumulate and be paid to the Part Time employee at the time the Employee takes vacation each year or, at the employee's request, paid to the employee on the bi-weekly pay.
- (c) Any vacation pay in an employee's bank will be paid out on the last pay in December of each year. **A Permanent Part Time Employee may request, prior to November 1st, to carry over any unused vacation pay up to a maximum of twelve (12) hours of vacation pay, which requests shall not be unreasonably denied.**
- (d) A Part Time Employee shall have the right to up to two (2) calendar weeks vacation each year, either paid or unpaid pursuant to Article 18.09 (b), but only after all permanent full time employees have exercised their selection right under article 18.03.

ARTICLE 19 – HOLIDAYS

Articles 19.01 through 19.08 apply only to Full Time Employees.

Articles 19.01 through 19.08 apply only to Full Time Employees.

19.01 Paid Holidays

The paid holidays designated for Employees shall be:

- (a) New Year's Day
- (b) **Heritage Day**
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) **July 1st**
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Civic holiday (the first Monday in August)

19.02 Holiday Pay

When a holiday listed in Article 19.01 falls on a scheduled day off, the Employee shall receive eight (8) hours pay for the holiday.

19.03 Holiday Compensation on Statutory Holidays

When an Employee's regularly scheduled day of work falls on New Year's Day, **Heritage Day**, Good Friday, **July 1st**, Labour Day or Christmas Day, the Employer shall, with the mutual consent of the Employee:

- (a) grant eight (8) hours or the actual hours of the shift, whichever is greater, off with pay; or
- (b) pay the Employee their regular rate of pay plus one and one-half (1½) their regular rate of pay for hours worked. The employee may, at his option, choose to take the one and one-half holiday compensation as time in lieu.

19.04 Holiday Compensation on Other Holidays

When an Employee's regularly scheduled day of work falls on Easter Monday, Victoria Day, Thanksgiving, Remembrance Day, Boxing Day, or the Civic Holiday, the Employer shall, with mutual consent of the Employee:

- (a) grant eight (8) hours or the actual hours of the shift, whichever is greater, off with pay; or
- (b) pay the Employee his regular rate of pay for the holiday worked, plus eight hours straight time for the holiday. The employee may, at his option, choose to take the eight (8) hours holiday pay as time in lieu.

19.05 Employees shall indicate their preferred method of payment for the holiday, as outlined in 19.03 and 19.04, when submitting their time sheets covering each specific holiday.

19.06 Christmas or New Year's Day Off

Where operational requirements permit, Employees will receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

19.07 Holiday During a Period of Leave

When the calendar date of a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

19.08 Permanent Part Time Employees

- (a) Permanent Part Time Employees shall receive two point three percent (2.3%) of regular biweekly pay in lieu of statutory holidays designated in the *Labour Standards Act*.
- (b) A Permanent Part Time Employee who is scheduled to work and works on Christmas Day, New Year's Day, Good Friday, Canada Day, Labour Day or the February Holiday shall be paid at the rate of one and one half (1 ½) times the Employee's regular rate of pay for each hour worked on that day.

19.10 Night Sleep on a Holiday

When an Employee is working a night sleep shift that commences on a holiday as set out in Article 19.03, the Employer will:

- (a) **grant eight (8) hours off with pay; or**
- (b) **pay them their rate of pay, plus one and one-half (1 ½) times their night sleep shift rate. The Employee may, at their option, choose to take the one and one half (1 ½) holiday compensation as time in lieu.**

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Special Leave

Employees may, upon request, be granted special leave without pay at the discretion of the Employer.

20.02 Bereavement Leave

- (a) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave without loss of pay for a period of five (5) consecutive calendar days commencing midnight following the death. An Employee will be paid for any of those days they were scheduled to work within that five (5) day period. "Immediate family" is defined as an Employee's father, mother, legal guardian, brother, sister, spouse (including common-law spouse, of more than one (1) year, regardless of gender), son/daughter, ward, step-parent, stepson/daughter, grandson/daughter, father/mother-in-law.
- (b) An Employee shall be entitled to **two (2)** day's bereavement leave with pay in the event of the death of an Employee's grandparent, brother-in-law and sister-in-law.
- (c) In the event that the memorial service of a relative listed in Article 20.02 (a) occurs later than the period of bereavement leave, the Employee may defer the last day of bereavement leave until the day of the memorial service.

- (d) Vacation leave and/or banked time shall not be unreasonably denied by the Employer for travel time on the day of the memorial service 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 their 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 shall be granted pregnancy leave in the following manner:

- (a) an unpaid leave of absence of **sixteen (16)** weeks will be granted;
- (b) an Employee shall forward to the Employer a written request for pregnancy leave in accordance with Article 20.08, 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) Should an employee become ill arising out of their pregnancy prior to the commencement of their pregnancy leave, they shall be granted sick leave pay in accordance with the provisions of Article 21.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than **sixteen (16)** weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;
- (f) 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 they are capable of resuming their employment duties.

20.05 Parental Leave

- (a) An Employee who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to **sixty-one (61)** 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 **sixty-one (61)** 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 (4) 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 (4) weeks before the earlier date;
 - (ii) by changing any date in the notice to a later date if notice is amended at least four (4) 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 (4) weeks before the Employee would have been required to return to work.
- (c) Article 20.08 (a) notwithstanding, the Employee shall give the Employer as much notice as reasonably practicable of:

- (i) the date the Employee will begin pregnancy leave, where they are advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from their 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; and
 - (iv) the return to work of the Employee pursuant to Article 20.07(a).
- (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 their partner's child an Employee shall be granted one (1) 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 (1) 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

Employees shall be entitled to leave of absence from all or part of scheduled shifts without loss of regular pay for up to thirty-six (36) hours per calendar year to attend to an illness of a member of the employee's immediate family (spouse, parent, child, or a relative residing in the employee's household or with whom the employee resides). This leave is for the employee to provide for the temporary care of the employee's immediate family and for reasonable time to make alternate care arrangements.

The Employer may require proof of the need for such leave as considered necessary.

Such leave shall be debited against sick leave credits and in the event that the employee has exhausted sick leave credits, it shall be leave without pay.

20.12 Child Care Leave

Employees may, upon request, be granted leave without pay in one or more periods of six (6) months duration to a maximum accumulated absence of one (1) 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

Employees shall be entitled to a leave of absence without pay to a maximum of twenty – eight (28) weeks for compassionate care, in accordance with the *Labour Standards Code* (Nova Scotia).

20.14 An Employee on a leave of absence without pay shall not be entitled to any monetary benefits under the collective agreement except as expressly provided in Articles 20.07 (d), 20.07 (e), 24.08 and 26.04.

20.15 Domestic Violence

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

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

- (a) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the employee is not otherwise receiving pay for that day and the employee has sufficient sick leave credits.

- (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

- (a) A Full Time Employee shall earn eight (8) hours sick leave for each one hundred seventy-four (174) hours of service, up to a maximum accumulation of two hundred forty (240) hours. A Part Time Employee shall earn four (4) hours sick leave for each one hundred seventy-four (174) hours of service, up to a maximum accumulation of two hundred forty (240) hours.
- (b) Effective November 1, 2012 the maximum accumulation shall increase to three hundred (300) hours.
- (c) If an Employee is off work on extended sick leave of five (5) days or greater and the Employee has expired all sick leave credits, the Employee may convert bank time to sick credit time for wage continuation, subject to Article 21.04.

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 the person(s) designated by the Employer at least one and one half (1.5) hour before the start of a day shift and at least two and one half (2.5) hours before the start of an evening or night shift.
- (b) The Employer shall be responsible for coverage at work in any case of absence of an Employee due to a sickness.

21.04 Verification

- (a) When sick leave is requested, the employee shall provide the Employer with a self-verifying proof of illness form as prescribed by the Employer.
- (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.
- (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 employee may be required to provide information to the supervisor of the employee regarding the nature of the illness or injury and the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness

or injury is bona fide.

- (e) 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.
- (f) If such documentation is not completed and produced the time absent from work shall be deducted from the employee's pay.

21.05 Sick Leave Records

The balance of an employee's sick leave credits shall be included on the employee's biweekly electronic statement of earnings and deductions.

21.06 Unpaid Sick Leave

An employee who is off sick beyond their entitlement for sick leave or Employment Insurance sick benefits shall be considered to be on unpaid leave of absence provided there is a reasonable expectation that they will return to work. The Employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on their ability to return to work.

ARTICLE 22 - LAYOFF AND RECALL

22.01 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).

22.02 Voluntary Reduction in Hours or Layoff

- (a) Where a reduction of the workforce is required, the first step in the process will be to identify an Employee in the home/apartment where the reduction is to occur who volunteers to reduce their hours of work or take a voluntary layoff.
- (b) Where there is no volunteer at the home/apartment, the Employer will seek a volunteer in the bargaining unit affected.
- (c) Where there are more volunteers than required, the selection shall be by seniority.
- (d) The foregoing process shall be conditional pursuant to Article 13.3.
- (e) In the event that there are no volunteers pursuant to the foregoing, the layoff procedure in Article 22.03 shall apply.

22.03 Layoff

- (a) Layoff means the termination of employment due to a reduction in the workforce.
- (b)
 - (i) In the event of a reduction in the number of positions in a home/apartment, the least senior Employee shall be affected, providing the senior Employees being retained are qualified to perform the work pursuant to Article 13.3. If the affected Employee is not the least senior Employee in the Bargaining Unit, the affected Employee will have the option of displacing the least senior Employee with equal or fewer contracted hours in the bargaining unit, providing the affected Employee is suitable to perform the work pursuant to Article 13.3.
 - (ii) A displaced Employee shall have the right to displace a more junior Employee pursuant to Article 22.03(b)(i) and (b)(iii). This process shall continue until the least senior Employee in the bargaining unit is laid off.
 - (iii) For part time Employees the right to displace shall not include the right to displace an Employee with greater contracted hours.
- (c) Where possible the Employer shall notify Employees who are to be laid off four (4) weeks prior to the effective date of layoff; but in no event shall the layoff notice be less than two (2) weeks. If the Employee has not had an opportunity to work the days as provided in this article, they shall be paid for the contracted hours for which work was not made available.

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 order of their seniority, providing they have the necessary qualifications for the position.
- (b) An Employee who is employed with another employer at the time of recall shall give the Employer notice of their intention to return to work and shall return to the services of the Employer within two (2) weeks of notice of recall.
- (c) Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

22.05 No New Hires

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

22.06 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 Definition

A complaint or 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 Complaint / Grievance Procedure

STEP ONE - Complaint:

- (a) The Employee and/or steward/local President representing the Employee will first discuss the complaint with the Employee's immediate supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have occurred ought reasonably to have come to the attention of the Employee. The Supervisor shall give a response to the complaint within fifteen (15) working days of the complaint.
- (b) If the Employee's Step 1 complaint is not discussed with the supervisor within the fifteen (15) working days, the complaint shall be deemed to have been abandoned and cannot be reopened.

STEP TWO – Grievance:

Failing satisfactory settlement of the complaint the grievance shall be submitted in writing to the Executive Director or designate within fifteen (15) working days following the Step 1 decision. The Executive Director or designate shall respond within fifteen (15) working days after receipt of the grievance.

STEP THREE – 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) working days of the decision of the Executive Director or designate in Step 2.

23.03 Right to Union Representative

In any case where the Employee presents her/his 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 in 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 Benefits Committee

The parties agree to maintain a Benefits Committee to provide advice and make recommendations to the Employer on matters relating to the management of the group benefit plans. The Committee shall consist of not more than three (3) members appointed by the Union and no more than three (3) representatives to be determined by the Employer. Notwithstanding article 15.01, Employees shall be paid straight time for attending.

24.03 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.

24.04 Participation for Life and AD&D

Participation shall be mandatory for life and AD&D.

24.05 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.

24.06 LTD Premiums

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

24.07 Eligibility for Plan Participation

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

24.08 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;
- (c) the Employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.
- (d) The Employer shall send a letter to the employee informing them of the amount of premiums owing. Such letter shall be sent within ten (10) working days of the Employer being advised of the leave.
- (e) An employee who fails to meet any of the foregoing conditions will have their group insurance plan benefit discontinued for the duration of the unpaid leave.

ARTICLE 25 – GROUP RRSP

25.01 Contributions

The Employer and Employee shall each contribute at the rate of five percent (5%) of regular earnings to a Group Registered Retirement Savings Plan (RRSP). **The matched contribution rate shall increase to six percent (6%) effective November 1, 2021 and seven percent (7%) effective October 31, 2023.**

25.02 Participation Mandatory

Participation in the Group RRSP shall be mandatory.

25.03 RRSP Deposit

RRSP contributions will be electronically deposited with the plan provider not later than seven (7) calendar days following the month for which the deductions were made.

ARTICLE 26 - COMPENSATION FOR INJURY ON DUTY

26.01 Employees Injured on Duty

- (a) 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, except as provided in Article 26.03.
- (b) The process for reporting a workplace injury in various circumstances will be posted by the Employer on the JOHS bulletin board in each 24/7 location and will be inserted in the Employee Handbook. The process shall be reviewed by the JOHS

Committee prior to being posted. Where an employee is injured on duty and does not follow the process, and where the Employer is subsequently fined by WCB for failure to report the injury, the employee shall be subject to disciplinary action.

26.02 Sick Leave Paid if WCB Claim Not Approved

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. The Employer will pay the full net pay for the first two days of an injury or accident for which the employee is off for less than five (5) weeks.

26.03 In the event the employee's claim for Workers' Compensation is approved, the Employer will pay the full net pay for the first two (2) days of an injury or accident for which the employee is off for less than five (5) weeks provided the employee has existing sick leave credits.

26.04 Subject to eligibility requirements of plan policies, employees shall continue participation in the group insurance (life and medical) by contributing their share of the plan premiums for a period of six (6) months from the date of injury. Following expiration of this six (6) month period, employees may choose to continue participation in the plan by paying one hundred percent (100%) of the premium.

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 client 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, clothing and **damage to an employee's vehicle, by the person supported, which occurs while transporting the person supported at the approval of the Employer. The Employee must submit an incident report to support the claim for reimbursement.**

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28.01 Labour Management Committee

The Union and the Employer agree to maintain a Labour Management Committee. The Committee shall comprise up to three representatives each of the Union and the Employer. The Committee shall determine a schedule of meetings setting out a meeting each second month, or more or less frequently if mutually agreed. Meetings shall be scheduled in such a way as to give due consideration to the Employer's normal operations and to the convenience of the parties. The chairing of meetings shall rotate between the President of

the Local, or designate, and the Executive Director, or designate. 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.

An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include but not be limited to concerns about staffing, orientation, workload, scheduling, and house maintenance. It is agreed that a standing agenda item for the meeting shall include discussion of individual house issues and policy implementation issues.

The Committee shall be responsible for:

- (a) defining problems
- (b) developing viable solutions to such problems; and
- (c) recommending the proposed solutions to the appropriate authority.

28.02 Meetings of the Labour Management Committee shall occur during normal business hours and, notwithstanding article 15.01, members of the Committee attending shall receive straight time for all hours in attendance.

ARTICLE 29 - EDUCATION AND TRAINING

29.01 Obtaining Required Minimum Standards

Employees will not be reimbursed the time required for training to meet the minimum course standards established by the Department of Community Services (DCS).

29.02 Recertification and Required Training

- (a) The Employer will provide each Permanent Full Time Employee a training allowance of six (6) hours per year for the Employee to use as paid time in order to attend training required by the Employer or for the Employee to maintain certification. The Employee may carry over unused training allowance hours from one (1) calendar year to the next, to a maximum accumulation of twenty-four (24) hours.
- (b) Subject to article 29.02 (a), each Employee shall be credited with the eligible training allowance on January 1 of each year, providing the Employee is in the employ of the Employer on that date. For greater clarity, a Permanent Full-Time Employee hired after January 1 of any year shall not receive training allowance until January 1 of the following year. This training allowance provision shall commence January 1, 2013.

29.03 The Employer will provide the instructor and training material costs for Employees pursuant to Articles 29.01 and 29.02.

- 29.04 For greater certainty, a newly hired Employee who does not meet the required minimum standards as established by the Department of Community Services for the Community Residential Worker (CRW) classification within six (6) months of work following the date of hire, or a Permanent Employee who fails to maintain the minimum standards, will not be eligible to be employed as a CRW.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY

30.01 Occupational Health and Safety Act

The parties agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c7 (hereinafter referred to as "the Act"). Any breach of the Employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

30.02 Joint Occupational Health and Safety Committee

- (a) The Employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the Union and the Employer in accordance with the Act.
- (b) The Joint Committee will meet and establish its own rules of procedure in accordance with the Act.
- (c) The Joint Committee's responsibilities will include performing any duties required by the Occupational Health and Safety Act, or as the Union and Employer may mutually agree from time to time to assign to the committee.
- (d) An employee who is a member of the committee is entitled to time off from work with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the *Occupational Health and Safety Act* and regulations, and to carry out the employee's functions as a member of the Committee.

30.03 First-Aid and CPR Training

In the interests of the occupational safety and health of Employees, the Employer will maintain an in-service program of first-aid training and CPR training. The Employer will pay the non-labour costs associated with the acquisition of training and employees will attend the course without loss of regular pay.

ARTICLE 31 REOPENER BY MUTUAL AGREEMENT

- 31.01 The contents of this Agreement may be altered at any time by the mutual consent of the parties to it.
- 31.02 In the event that one party wishes to alter 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.
- 31.03 Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether or not a meeting shall occur.
- 31.04 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, subject to ratification by the parties.
- 31.05 The signatories to the amending document for the union, shall be the Employee Relations Officer, and for the Employer shall be the Executive Director or designate.

ARTICLE 32 - SENIORITY

32.01 Seniority List

- (a) A seniority list shall be established by the Employer for all permanent 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. If two or more Employees start work on the same day, a random draw will be done to establish seniority in the presence of the Local President or Union designate.
- (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 Nova Scotia Government and General Employees Union.

32.02 Loss of Seniority

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 three (3) consecutive shifts without notifying the Employer, unless there are extenuating circumstances.
- (e) Discharge and the Employee is not reinstated.
- (f) The Employee remaining in an acting capacity in a position with the Employer but outside the bargaining unit for a period in excess of twelve (12) months except where an extension has been agreed to by the Union and the Employer for a longer period.

32.03 Position Outside Bargaining Unit

- (a) Employees who assume an acting position at the supervisory level shall not pay Union dues nor shall the union have a duty or the right to represent the Employee in any matter arising out of their position outside the bargaining unit, except in relation to discharge where the relevant provisions of Article 11 shall apply or in the event the Employee is laid off, the provisions of Article 22 apply.
- (b) An Employee who fills a position outside the Bargaining Unit pursuant to article 32.03 (a) shall maintain seniority and be eligible to apply for a Bargaining Unit position during the period that the Employee retains seniority, pursuant to Article 32.02 (f).
- (c) In the event that an employee remains in a supervisory position for a period in excess of twelve (12) months, the provisions of Article 32.02 (f) shall apply and the right to Article 11 and Article 22 provisions shall be extinguished.

ARTICLE 33 - TERM EMPLOYEES

33.01 Application of Collective Agreement

Except as otherwise indicated in this Article, the provisions of Articles 10 (Probationary Period); 18 (Vacation); 19 (Holidays); 20 (Leaves of Absence) except 20.02 (Bereavement Leave); 21 (Sick Leave); 22 (Layoff and Recall); 24 (Group Insurance); 25 (Registered Pension Plan); 32 (Seniority); and 29 (Education and Training) shall not apply to Term Employees. The provisions of other Articles of this Collective Agreement apply to Term Employees, except as otherwise indicated.

33.02 Pay In Lieu of Benefits – Full Time Term

- (a) In lieu of vacation and benefits provided to other Employees under the Collective Agreement, Full Time Term Employees shall be compensated with a supplementary payment equal to eight (8) per cent of their earnings in each biweekly period.

- (b) Part Time Employee

A Term Employee replacing a Part Time Employee shall be compensated with a supplementary payment equal to six percent (6%) of earnings in each biweekly period.

33.03 Holiday Compensation on Statutory Holidays

A Term Employee who works on a statutory holiday defined in Article 19.03 shall be paid one and one-half times (1.5X) their regular rate of pay for hours worked on the holiday.

33.04 Pregnancy, Parental and Adoption Leave

The Pregnancy, Parental and Adoption Leave provisions of the Labour Standards Code shall apply to term employees.

33.05 Compassionate Care Leave

The Compassionate Care Leave provisions of the Labour Standards Code shall apply to term employees.

33.06 Hours of Work

By mutual agreement between the Employer and the Union, hours of work other than those specified in Article 14 may be established for Term Employees.

33.07 Notice of Termination of Term Appointment

- (i) Ten (10) working days notice in writing shall be given to any Term Employee whose services are to be terminated for reasons other than willful misconduct, insubordination or neglect of duty, provided that if such notice is not given a sum equal to ten (10) days pay shall be paid to the Employee in lieu of notice.
- (ii) Notwithstanding (i) above, the ten (10) day notice will not be required where the returning Employee fails to provide the Employer with adequate notice or where DCS funding for the position has terminated without notice, and where the Term Employee cannot be transferred to another location.

33.08 Direct Hire Into Permanent Position

A Term employee hired directly to a permanent position without returning to casual status shall have seniority and service back dated to date of hire in the term position upon successful completion of the probationary period.

ARTICLE 34 – CASUAL EMPLOYEES

34.01 Application of Collective Agreement

Except as otherwise indicated in this Article, only the following articles of the Collective Agreement apply to Casual Employees:

Preamble;

Article 1 – Definitions (entire article);

Article 2 – Recognition (entire article);

Article 3 – Management Rights (entire article);

Article 4 – Discrimination (entire article);

Article 5 – Strikes and Lockouts (entire article);

Article 6 – Union Activity (entire article);

Article 7 – Union Dues (entire article);

Article 8 – Membership Communication (entire article);

Article 9 – Information (entire article);

Article 11.02, 11.06 and 11.07;

Article 12.02;

Article 13 – Job Posting (entire article);

Article 14.03 and 14.08;

Article 16 – Transportation (entire article);

Article 17.02 and 17.03;

Article 20.01, 20.02, 20.04 to 20.10 (but not 20.07(d)), and 20.12 to 20.15;

Article 26.01;

Article 27 – Damage to Employee Property (entire article);

Article 28 – Labour Management Committee (entire article);

Article 30 – Occupational Health and Safety (entire article);

Article 31 – Reopener by Mutual Agreement (entire article);

Article 32.03;

Article 33 – Term Employees (entire article); and

Article 34.01.

34.02 Hours of Work

(a) Casual Employees shall be eligible to be assigned vacant shifts provided these shifts have first been offered to Full Time and Part Time Employees as per the process in Appendix “C”. Shifts not then filled by Full Time and Part Time Employees may be offered to Casual Employees.

(b) Casual Employees shall provide availability for filling shifts. In the event that vacant shifts remain after the Employer has followed the process in Appendix “C” for Full Time and Part Time Employees and have offered shifts to Casual Employees based on the Casual Employee availability, the Employer may fill the vacant shifts in whichever manner it chooses.

34.03 A Casual Employee who has (a) not provided their availability for thirty (30) consecutive days or (b) cannot be contacted for a period of thirty (30) consecutive days and has not previously advised the Employer they are unavailable shall be

deemed to have resigned their position effective the first day of their absence or lack of availability.

34.04 Discipline

A Casual Employee may be disciplined or terminated at the Employer's sole discretion, providing the discipline or termination is not carried out in an arbitrary or discriminatory manner.

34.05 Overtime

Overtime for a casual employee shall apply to all hours worked in excess of forty eight (48) hours worked in either week of a bi-weekly pay period.

34.06 Vacation Pay

A Casual Employee with less than eight (8) years service shall receive vacation pay at the rate of four percent (4%) to be paid with each pay. A Casual Employee with eight (8) years or more service shall receive vacation pay of six percent (6%) to be paid with each pay.

34.07 Holiday

A Casual Employee who works on a statutory holiday defined in Article 19.03 shall be paid one and one-half times (1.5x) their regular rate of pay for hours worked on the holiday.

34.08 Arbitration

A Casual Employee may only grieve a dispute with respect to Articles 34.04 to 34.07 and Article 34.10. For the purposes of such a dispute, the process as set out in Article 23 of the Collective Agreement shall be deemed to apply with the exception of Articles 23.01, 23.06, 23.11, and 23.13.

34.09 Seniority

Casual Seniority will be defined as the accrual of hours worked since the most recent date of hire into a casual position in the Bargaining Unit.

A Casual Employee who is hired into a permanent position will have the Employee's casual seniority hours divided by 2080 and assigned a calendar value which will determine the Employee's permanent seniority date, which will be prior to the date of hire into a permanent position.

34.10 Compensation

A Casual Employee shall be paid as follows:

	Without Required Training	With Required Training	After 900 hours
Day of Ratification	\$15.90	\$16.90	\$17.10
October 31, 2021	\$15.98	\$16.98	\$17.19
November 1, 2022	\$16.24	\$17.24	\$17.44
November 1, 2023	\$16.49	\$17.49	\$17.70

34.11 A Casual Employee working a night sleep shift as set out in Article 14.06 shall be paid at the applicable casual hourly rate of pay for all active hours worked and the minimum wage rate for Nova Scotia for all sleep hours worked.

34.12 A Casual Employee who is employed as of December 22, 2020 will automatically be considered to have worked their 900 hours and be included within the Bargaining Unit.

ARTICLE 35 - TERM OF AGREEMENT

35.01 Duration and Renewal of Agreement

The term of this Agreement shall be from November 1, **2015** to October 31, **2023**.

35.02 Wages Specified in Appendix "A"

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

35.03 No Retroactivity Except for Wages

There will be no retroactive effect given to any clause or matter arising between the parties prior to date of signing, except for wages, unless expressly provided otherwise.

35.04 Notice to Renegotiate

This agreement shall be in effect for a term beginning from November 1, **2015** until October 31, **2023**. After October 31, **2023** 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.

35.05 Future Legislation

- (a) If any Article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.
- (b) Any part of this Agreement that is so altered or invalidated as per Article 34.05(a) above shall, on the request of the other party, be renegotiated by the Employer and

the Union and shall be replaced or altered as may be then mutually agreed between the parties.

35.06 Retroactive Pay for Terminated Employees

Employees who have left their employment between November 1, 2012 2015 and the date of signing of this Collective Agreement shall be entitled to full retroactivity for any applicable wage increase. Such Employees shall be given written notice by registered mail sent by the Employer to the Employee's last known address given to the Employer, that they have sixty (60) calendar days in which to claim any retroactive payment.

35.07 Overpayment of Retroactivity

If the Employer makes an overpayment error in an Employee's retroactive pay, the repayment shall be done over subsequent pay periods by no greater than twenty-five percent (25%) increments unless the Employee agrees otherwise in writing.

Representing the Union:

WZ
Jason MacLean
President, NSGEU

Representing the Employer:

Debbie Adams
Debbie Adams

K. Ritcey
Kelly Ritcey
Chief Negotiator

Janet Langille
Janet Langille

Emily Crocket
Emily Crocket
Bargaining Committee Member

Vanessa Dwyer
Vanessa Dwyer
Bargaining Committee Member

Ian Stewart
Ian Stewart
Bargaining Committee Member

Dated at Halifax this 18 day of February 2021.

APPENDIX A Wages

CRW Hourly Wage Rate

Date	% Increase	Hourly Wage
November 1, 2015	0.0%	\$18.96
November 1, 2016	0.0%	\$18.96
November 1, 2017	1.0%	\$19.15
November 1, 2018	1.5%	\$19.44
October 31, 2019	0.5%	\$19.53
November 1, 2019	1.5%	\$19.83
October 31, 2020	0.5%	\$19.93
November 1, 2020	1.5%	\$20.23
October 31, 2021	0.5%	\$20.33
November 1, 2021	1.5%	\$20.63
November 1, 2022	1.5%	\$20.94

LPN Hourly Wage Rate

Date	% increase	Step 1 – Hourly Wage	Step 2 – Hourly Wage	Step 3 – Hourly Wage	Step 4 – Hourly Wage
November 1, 2015	0.0%	\$22.12	\$22.62	\$23.11	\$23.75
November 1, 2016	0.0%	\$22.12	\$22.62	\$23.11	\$23.75
November 1, 2017	1.0 %	\$22.34	\$22.85	\$23.34	\$23.99
November 1, 2018	1.5%	\$22.68	\$23.19	\$23.69	\$24.35
October 31, 2019	0.5%	\$22.79	\$23.30	\$23.81	\$24.47
November 1, 2019	1.5%	\$23.13	\$23.65	\$24.17	\$24.84
June 11, 2020	12.0%	\$25.91	\$26.49	\$27.07	\$27.82
October 31, 2020	0.5%	\$26.04	\$26.63	\$27.20	\$27.96
November 1, 2020	1.5%	\$26.43	\$27.02	\$27.61	\$28.37
October 31, 2020	0.5%	\$26.56	\$27.16	\$27.75	\$28.52
November 1, 2021	1.5%	\$26.96	\$27.57	\$28.16	\$28.94
November 1, 2022	1.5%	\$27.36	\$27.98	\$28.59	\$29.38

APPENDIX "B"

Live-In Employees

The parties agree that the following shall apply to Live-in Employees:

Full-time Employees

Live-in Employees are considered Full-time Employees covered by the Collective Agreement. They are assigned to live in their own room in a home operated by the Employer.

Live-in Shift: Hours of Work

During a live-in shift, the Live-in Employee is expected to be at his workplace from 8 p.m. – 8 a.m., unless authorized by the Employer to leave earlier. It is expected that the Live-in Employee sleeps through the night, but may have to get up to attend to a resident or emergency during a live-in shift.

The live-in shift includes three (3) active hours of residential support work.

Live-in Shift – Pay

For each live-in shift, a Live-in employee shall be paid three (3) hours pay at the regular rate of pay for a residential support worker listed in Appendix "A".

Weekends Off

Live-in Employees are allowed every second weekend off.

Compensation for Working a Weekend Off

Live-in Employees are entitled to work their weekend off if they wish. Compensation for working a Saturday or a Sunday off is three (3) hours pay at the regular rate of pay plus the overnight sleep rate of four (4) hours pay.

Compensation for Additional Hours and Residential Support Worker Shifts

Live-in Employees shall be paid the regular rate of pay for any additional authorized hours worked or for community residential worker shifts worked, subject to Article 15.01.

Eligibility for Overtime

For the purposes of calculating eligibility for overtime, each live-in shift shall constitute three (3) hours worked.

The parties recognize that the Employer does not have any Live-in Employees at present and that if the Employer does intend to post a Live-In position they will contact the Union as soon as they become aware and meet as soon as reasonably possible to re-open Appendix B.

APPENDIX "C"

Procedure for Assigning Vacant Shifts

1. Definition

For the purpose of Appendix C only, 'Employee' shall mean those that work on a full time, part time, and casual basis.

2. Employee Availability Form

- (a) Employees who wish to be assigned vacant shifts pursuant to Appendix C must complete the Employee Availability Form (the Form) in order to be eligible for such assignment.
- (b) The Form must be submitted to the office the first day of the month prior to the schedule coming into effect. Once submitted, the Employer will rely on the Form in assigning shifts in accordance with Appendix C.
- (c) Employees must specify on the Form their availability to work vacant shifts specifying date, shift, and location.
- (d) Employees must also specify on the Form the maximum number of hours per week they would prefer to work, including their regular schedule.
- (e) An Employee is not eligible to be assigned vacant shifts if the Form is not completed and submitted in accordance with the foregoing provisions.

3. Prime Time Exemption

- (a) This procedure for assigning vacant shifts shall apply only to the period October 1 to May 30.
- (b) During the Prime Time vacation period of June 1 to September 30, the provisions of Appendix C will not apply. During this period casuals will be assigned to summer positions to facilitate the granting of vacation to Permanent Employees.

4. Assignment Criteria

Management will make every reasonable effort to distribute vacant shifts to Employees on a fair and equitable basis. Assignments will be based on Employee availability and a suitable match of the Employee to the work to be carried out.

5. Fair and Equitable Distribution

- (a) (i) Fair and equitable distribution will be assessed on a bi-monthly basis (or as otherwise agreed) by a two (2) person Look Back Committee, one (1) management and one (1) union (Local President or designate). Notwithstanding Article 15.01, the Employee representative shall be paid straight time for attending the meetings.
- (ii) Any deficiencies will be addressed during the subsequent bi-monthly period.
- (b) Fair and equitable shall be measured based on the relative proportion of an Employee's specified availability to that of other Employees.
- (c) Refused shifts and no answer calls will be considered offered shifts in the determination of fair and equitable distribution. The assignment of vacant shifts where the Employer received less than forty eight (48) hours notice will not be used in the determination of fair and equitable distribution.

APPENDIX "D"

VACATION WEEK EXAMPLES

For the purpose of vacation only... A vacation week is either (a) two separate blocks of 2 or 3 consecutive days worked, or (b) one continuous stretch of 4 to 7 consecutive days worked.

Example #1	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
12 Hour Staff (a)	x	x	Off	Off	x	x	x	Off	Off	x	x	Off	Off	Off	x	x	Off	Off	x	x	x
	Block 1							Block 2							One vacation week						

Example #2	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
12 Hour Staff (a)	x	x	Off	Off	x	x	x	Off	Off	x	x	Off	Off	Off	x	x	Off	Off	x	x	x
	Block 1							Block 2							One vacation week						

Example #3	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8 Hour Staff (b)	x	x	x	x	x	Off	Off	Off	x	x	x	x	x	Off	x	x	x	x	x	Off	Off
	One vacation week							One vacation week							One vacation week						

Example #4	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8 Hour Staff (b)	x	x	x	x	x	Off	Off	Off	x	x	x	x	x	Off	x	x	x	x	x	Off	Off
	One vacation week							One vacation week							One vacation week						

Example #5	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Live in (b)	x	x	x	x	x	x	x	Off	x	x	x	x	Off	Off	x	x	x	x	x	x	x
	One vacation week							One vacation week							One vacation week						

Example #6	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Live in (b)	x	x	x	x	Off	x	x	Off	x	x	x	Off	x	x	x	x	x	x	Off	x	x
	One vacation week							One vacation week							One vacation week						

Memorandum of Understanding

Any general economic wage increase or shift differential or weekend premium increase that applies to a NSGEU Disability Support Program Residential Sector Collective Agreement in the province of Nova Scotia in excess of a 1.5% general economic wage increase in year 7 and/or year 8 will be applied to this Agreement.