

COLLECTIVE AGREEMENT

BETWEEN:

RIVERVIEW ENHANCED LIVING SOCIETY

(Hereinafter referred to as the “Employer”)

and

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(NSGEU), LOCAL 112**

(Hereinafter referred to as the “Union”)

April 1, 2021 to March 31, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - RECOGNITION and NEW CLASSIFICATIONS	3
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4 - DISCRIMINATION	4
ARTICLE 5 - STRIKES AND LOCKOUTS	5
ARTICLE 6 - UNION ACTIVITY	5
ARTICLE 7 - CHECKOFF	7
ARTICLE 8 - UNION COMMUNICATIONS	7
ARTICLE 9 - INFORMATION	7
ARTICLE 10 - PROBATIONARY PERIOD	8
ARTICLE 11 - DISCIPLINE AND DISCHARGE	8
ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	9
ARTICLE 13 - JOB POSTING	9
ARTICLE 14 - HOURS OF WORK	10
ARTICLE 15 – OVERTIME	11
ARTICLE 16 - STAFF TRAINING AND CORE COMPETENCIES	11
ARTICLE 17 - TRAVEL	12
ARTICLE 18 - PAY PROVISION AND JOB CLASSIFICATION	12
ARTICLE 19 - VACATION	13
ARTICLE 20 - HOLIDAYS	15
ARTICLE 21 – LEAVES OF ABSENCE	17
ARTICLE 22 – SICK LEAVE	21
ARTICLE 23 – LAYOFF & RECALL	22
ARTICLE 24 - RESIGNATION AND RETIREMENT NOTICE	23
ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE	24
ARTICLE 26 – GROUP INSURANCE BENEFITS	26
ARTICLE 27 – PENSION PLAN	27
ARTICLE 28 - COMPENSATION FOR INJURY ON DUTY	27
ARTICLE 29 - DAMAGE TO EMPLOYEE PROPERTY	28
ARTICLE 30 - LABOUR MANAGEMENT AND SAFETY COMMITTEE	29
ARTICLE 31 – SENIORITY	29
ARTICLE 32 – APPOINTMENT TO A MANAGEMENT/EXCLUDED POSITION	30
ARTICLE 33 – HEALTH & SAFETY	31

ARTICLE 34 - DURATION, RETROACTIVITY, & TERMINATION OF AGREEMENT...	31
APPENDIX "A" - WAGES	34
APPENDIX "B" - TERM EMPLOYEES.....	35
APPENDIX "C" – CORE COMPETENCIES.....	36
APPENDIX "D" - NIGHT SLEEP	37
APPENDIX "E" - TEMPORARY REDUCTION IN WORK HOURS	38
Memorandum of Agreement #1	39
RE: FLOATER DAY	39
Memorandum of Agreement #2	40
RE: MEAL REIMBURSEMENT.....	40
Memorandum of Agreement #3	41
RE: VACATION TRANSITION.....	41
Memorandum of Agreement #4	43
RE: USE OF EMPLOYEE VEHICLES FOR CLIENT TRANSPORT.....	43
Memorandum of Agreement #5	44
RE: HOUSE COORDINATOR ON CALL STIPEND	44

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 Union and Employer recognise that the priority is optimal care and recognize that a relationship of goodwill and mutual respect between the Employer and employees contributes greatly to the maintenance and increase of that care and the welfare of both employees and Employer.

ARTICLE 1 - DEFINITIONS

- 1.01 (a) "Bargaining Unit" or "Local Union" means all employees employed by the Employer who are members of NSGEU Local 112.
- (b) "Business Day" means Monday to Friday of each week but excluding paid holidays pursuant to Article 20.01.
- (c) "Casual" means a person who is not regularly scheduled and who works on an ad hoc basis. A casual is not a member of the Bargaining Unit and shall not be covered by the provisions of the Collective Agreement.
- (d) "Classification" means the position an employee holds as outlined in Appendix A.
- (e) "Employee" means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
- (i) "Permanent Full-time Employee" means an employee who is hired to work the bi-weekly hours of work as provided in Article 14.01 (a).
 - (ii) "Permanent Part-time Employee" means an employee who is hired to work the bi-weekly hours of work as provided in Article 14.01 (b). Except as noted otherwise in this agreement, part time employees shall be entitled to all benefits on a prorated basis subject to eligibility requirements.
 - (iii) "Permanent Employee" means an employee who is employed on a full-

time or part-time basis without reference to any specified date of termination of employment.

- (f) "Employer" means Riverview Enhanced Living Society.
- (g) "Probationary Employee" is one who is newly hired to a permanent or term position and shall serve a probationary period of nine hundred sixty (960) hours or six (6) months of active employment whichever is greater from the start date in the position. Active employment shall mean all hours worked.
- (h) "Regular Hours Paid" means hours paid by the Employer to maximum of 2080 hours annually including paid vacation hours, paid holiday hours and any other approved paid leaves for which an employee is compensated by the Employer but excludes paid sick leave, overtime hours, and hours paid by a third party (e.g. WCB).
- (i) "Regular Hours Worked" means hours of work at the regular rate of pay excluding overtime hours and hours paid for the purposes of vacation, holiday, and other paid leaves.
- (j) "Seniority" means the length of continuous employment from the most recent date of hire to a bargaining unit position as calculated in accordance with Article 31.
- (k) "Service" means the length of continuous employment with the Employer from the most recent date of hire.
- (l) "Spouse" means a legal marriage partner or a live-in partner in a common-law relationship identified in writing to the Employer. This includes a same-sex partner for the purposes of family-oriented benefits except where a benefit plan contemplates otherwise.
- (m) "Term Employee"
 - (i) A "Term Employee" is one hired from outside the bargaining unit to fill a Term Position. A Term Employee is a member of the bargaining unit while working in the Term position. A Term Employee is covered only by those provisions of the Collective Agreement outlined in Appendix "B" and is subject to eligibility requirements.
 - (ii) A "Term Position" is for a specified period of time in excess of three (3) months but not to exceed eighteen (18) months. The eighteen

(18) month period may be extended by mutual agreement of the parties. A Term Position may be terminated at any time at the discretion of the Employer.

(iii) For greater clarity, a Permanent Employee working in a Term Position shall maintain their permanent status and coverage under the Collective Agreement. Benefits shall be prorated in accordance with the Term Position. Upon termination of the Term Position, the Permanent employee shall return to their Permanent position, or if the position no longer exists to an equivalent position.

(n) "Union" means the Nova Scotia Government and General Employees.

(o) "Work location" means the places designated by the Employer where support is provided

1.02 Unless any provision in this Agreement otherwise specified, the plural includes the singular, and vice versa as the context may require.

1.03 The Union and the Employer support the right to gender expression; therefore, the provisions of this Agreement are intended to 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 construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 2 - RECOGNITION and NEW CLASSIFICATIONS

2.01 The Employer recognizes the Union as sole bargaining agent for employees for all Permanent Full-time and Part-time employees of Riverview Enhanced Living Society excluding those persons excluded by section 2(2) of the *Trade Union Act*.

2.02 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work to the extent that such work results in the layoff or reduction of regular hours of a bargaining unit employee.

2.03 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.

2.04 Should a new classification be established within the bargaining unit during the term of this Agreement, the Employer will provide the Union with a position

description and the rate of pay for the new classification which shall be subject to negotiations between the Employer and the Union. Nothing herein shall prevent the Employer from filling such positions and having employees working in such positions during such negotiations.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The management and direction of employees, operations and services is vested exclusively in the Employer. All functions, rights, powers, 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.

Nothing in this Agreement shall be deemed to restrict management in any way in the performance of all functions of management, except those specifically abridged or modified by this Agreement.

- 3.02 The Employer, the Union, and all employees agree to co-operate in enforcing health, safety, and other regulations.
- 3.03 The Employer agrees that its rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.
- 3.04 The Employer reserves the right to delegate its authority in any manner it sees fit under this Agreement.

ARTICLE 4 - DISCRIMINATION

- 4.01 Neither the Employer, the Union, nor any person acting on their behalf shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.
- 4.02 Both parties to this Agreement agree that harassment is inappropriate and shall support a workplace free from harassment.
- 4.03 Any applicable family-oriented benefits shall be available to families with same sex spouses subject to eligibility requirements of Benefit Plans.
- 4.04 The Employer further agrees that there shall be no discrimination by reason of Union membership or activity.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Employer shall not cause a lockout and an employee shall not strike during the term of this Agreement.
- 5.02 The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 6 - UNION ACTIVITY

- 6.01 The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of management personnel to the Nova Scotia Government and General Employees Union.
- 6.02 Upon written request to the Employer, with at least two (2) weeks notice and where operational requirements permit, an employee elected or appointed to represent the union at conventions or union executive meetings may be granted a leave of absence without pay or benefits to attend to Union business.
- 6.03 The Union shall appoint or otherwise select a Negotiating Committee of not more than two (2) bargaining unit employees (inclusive of one (1) alternate) to attend meetings with the Employer for the purpose of negotiating the renewal of this Agreement. The Union shall advise the Employer of the members of the Committee. Time off for negotiations shall be subject to operational requirements. When an employee is participating in negotiations with the Employer, the Employer will continue pay and benefits for shifts absent during such negotiations and the Union will reimburse the Employer for all costs related to the wages and benefits of employee granted time off in accordance with this article.
- 6.04 (a) It is acknowledged that shop stewards as employees will continue to perform their regular duties as required by the Employer and any Union activity on the Employer's premises shall not conflict with those duties. No more than one (1) shop steward at a time may leave their regular duties in order to carry out their functions as specified in Article 11 and 25 of this Agreement. Permission to leave work during working hours for such purposes is subject to operational requirements and shall require prior approval of management.
- (b) Except as set out in 8.01, no Union activity or business shall be permitted in the homes or apartments operated by the Employer.

6.05 Union Executive Positions

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

- a. An employee who declares intention to offer for any of the listed positions above shall notify the Employer as soon as possible after declaring.**
- b. Subject to operational requirements, an employee elected to one of the above noted fulltime Union Executive positions with the exception of the President (NSGEU) shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months. No more than one (1) employee shall be granted such leave at one time. Any employee elected to the position of President (NSGEU) will be granted such leave above with notice to the Employer as per (a) above.**
- c. All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.**
- d. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.**
- e. Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.**

- f. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**

A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.

ARTICLE 7 - CHECKOFF

- 7.01 The Employer will deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all employees in the Bargaining Unit. Dues deductions for employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.
- 7.02 The Union shall inform the Employer, in writing, of the amount to be deducted for each employee.
- 7.03 The amounts deducted from the pay of the employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the NSGEU by the 15th of the month following the month the dues were deducted and shall be accompanied by particulars identifying each employee and the deductions made. The Employer shall advise the Union of any extended unpaid leaves of absence or terminations.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the operation of this article.

ARTICLE 8 - UNION COMMUNICATIONS

- 8.01 The Union may provide a binder or bulletin board to be set up in each location for the purpose of Union communication for all bargaining unit members.

ARTICLE 9 - INFORMATION

- 9.01 (a) The Union agrees to supply the Employer with copies of the Agreement. The cost shall be shared between the Employer and the Union.
- (b) The Union will also provide the Employer with an information package. The Employer agrees to provide new employees with a copy of the collective agreement and the information package upon hire.

- 9.02 Upon hiring, each employee shall be provided with a written statement of their classification and employment status.
- 9.03 The Employer shall inform the Union of the hiring of a new employee, of said employee's name, date of hire, and classification.
- 9.04 Employees will be provided with current position descriptions upon request.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.01 (a) A newly hired permanent employee or an employee in a term position shall serve a probationary period of 960 hours or six (6) months of active employment whichever is greater from the start date in the position. Active employment shall mean all hours worked.
 - (b) The Employer may, before the expiration of the probationary period extend the appointment for a period as mutually agreed between the Employer and the Union.
- 10.02 A Probationary employee 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.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 No employee who has successfully completed the probationary period shall be disciplined or discharged except for just and sufficient cause.
- 11.02 (a) When the Employer holds an investigative meeting with an employee, the employee may be accompanied by a union representative provided it will not result in undue delay.
 - (b) When the Employer decides to hold a meeting with an employee the purpose of which is to impose discipline, the Employer will advise the employee of their right to have a Union representative accompany them to the meeting.
- 11.03 Where an employee is suspended without pay or discharged, the Employer shall, within seven (7) business days of the employee being advised of the suspension or discharge, notify the employee in writing stating the reason for the suspension or discharge, with a copy to the Union.

- 11.04 Where an employee alleges that said employee has been suspended without pay or discharged contrary to Article 11.01, said employee shall lodge a grievance at the Step Two of the grievance procedure, pursuant to Article 25.02.

ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 12.01 If a formal review of an employee's performance is made, 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 if requested.
- 12.02 Within two (2) business days of providing a request to the Employer, employees shall have supervised access to their personnel file and, upon request, shall be provided with a photocopy of any documents in the file.
- 12.03 The Employer agrees not to introduce as evidence at the disciplinary hearing of an employee any document from the file of an employee, the existence of which the employee was not made aware of at the time of filing.
- 12.04 (a) An employee who has been subject to disciplinary action other than suspension may, after two (2) years of continuous service from the date of the disciplinary measure was invoked, request in writing that the employee file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the two (2) year period.
- (b) An employee who has been subject to a suspension, may after three (3) years of continuous service from the date of the disciplinary measure was invoked, request in writing that the employee file be cleared of any record of the disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the three (3) year period.

ARTICLE 13 - JOB POSTING

- 13.01 (a) When a new position or vacancy occurs within the Bargaining Unit, and the Employer determines that the position or vacancy is to be filled the Employer shall post a notice of such new position or vacancy in the General Communication Log for **five (5)** calendar days.

Any applicant within the bargaining unit must submit a written application within the **five (5)** calendar day period. This posting shall not prohibit the Employer to advertise for persons outside the bargaining unit, but first consideration shall be given to employees within the bargaining unit in accordance with Article 13.02.

(b) The notice shall include the following:

- (i) The designated location of the position,
- (ii) Whether it is Full-time, Part-time, or Term,
- (iii) If Term, the expected duration
- (iv) The job requirements
- (v) Qualifications

13.02 In determining the successful candidate to fill a vacant position, qualifications, skills and abilities to perform the required duties of the job shall be the primary consideration. Where qualifications, skills and abilities are equal among candidates, the senior employee will be given preference.

13.03 An employee who is the successful applicant for a position will be placed in that position on a trial period for up to five hundred and twenty (520) hours worked to determine if the employee is satisfactory for the position. After the successful completion of the trial period, the appointment shall become permanent. If the employer, at its sole discretion, determines during the trial period that the employee is unsatisfactory, 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. In implementing the rearrangement of positions, no job postings shall be required. An employee who determines that they are unable to perform the duties of the new position shall be returned to their former position pursuant to the above noted process.

ARTICLE 14 - HOURS OF WORK

14.01 (a) The regular hours of work for a Permanent Full-time employee shall be a minimum of eight (80) hours and a maximum of eighty-six (86) hours in a biweekly pay period.

(b) The regular hours of work for a Permanent Part-time employee shall be less than eight (80) hours but equal to or greater than thirty-six (36) hours in a biweekly pay period.

- 14.02 The Employer shall post the work schedule three (3) weeks in advance of the schedule to be worked. The schedule shall cover a minimum of two (2) weeks.
- 14.03 An employee may exchange shifts with another employee provided that the employee making the request obtain prior approval in writing from their Manager. There can be no additional cost to the Employer. Once approved the shift as exchanged must be worked by the employee.
- 14.04 Employees who work a shift where the time period falls within the changing of Daylight Saving to Standard Time, or vice versa, shall be paid at the regular rate for the hours worked as per the employer's current practice.**

ARTICLE 15 – OVERTIME

- 15.01 (a) All hours worked in excess of eight-six (86) hours biweekly shall be compensated at a rate of one and one-half times (1.5X) the employee's regular hourly rate for the overtime worked.
- (b) There shall be no pyramiding of overtime.
- (c) Overtime must have prior specific approval of Management.
- (d) Overtime shall be paid out in the pay period in which it was earned.
- (e) Compensation for overtime shall be in the form of pay. However, if the employee chooses and the Employer agrees, overtime may be banked at the straight time rate to a maximum of forty hours (40) hours to be granted as time off at a time mutually agreed.
- 15.02 Regular hours worked is used in the calculation of overtime compensation.

ARTICLE 16 - STAFF TRAINING AND CORE COMPETENCIES

- 16.01 (a) The Employer recognizes that staff training is an investment that benefits the Organization as a whole and will endeavour to evaluate staff training needs on an on-going basis.
- (b) The Employer, at its sole discretion, shall identify staff training/education that it deems mandatory for its employees.

- (c) Any time spent in such staff training/educational shall be considered time worked and will be paid at the straight time hourly rate. An employee may request to bank the hours to be taken at a mutually agreeable time between the employee and the Employer.
 - (d) Time spent in staff training/education shall not qualify for overtime under Article 15.
 - (e) An employee shall be reimbursed for approved costs related to registration fees, textbook costs and course fees.
- 16.02 (a) It is the responsibility of each employee to meet the minimum standards required by the Department of Community Services for the location in which they work. The Employer is not required to reimburse or fund an employee for time and/or expenses incurred to complete the necessary training to meet the core competencies. Core competencies shall be as set out in Appendix "C".
- (b) In the event the Department of Community Services changes the minimum standards, and where such minimum standards require employees to up-grade their qualifications as a condition of employment, the required course(s) will be provided by the Employer at no cost to the employee. Wages for this training shall be as set out in Article 16.01(c) above. Appendix "C" will be deemed amended to include the new course requirement and Article 16.02(a) will apply for re-certification.

ARTICLE 17 - TRAVEL

- 17.01 The Employer agrees to reimburse employees for Employer required travel in accordance with the Employer's travel policy. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on April 1 of each year the confirmed government rate, or any amendment of that rate should they occur.

ARTICLE 18 - PAY PROVISION AND JOB CLASSIFICATION

- 18.01 (a) Employees shall be paid bi-weekly by electronic funds transfer and, on each payday, shall be provided with an itemized record of wages and deductions.

- (b) Should the Employer make an error in excess of one hundred dollars (\$100.00) in an employee's gross pay, this shall be corrected, and the employee shall receive the missed wages within two (2) business days of the error being reported to the Employer.
- (c) Employees shall have electronic access to the balance of their sick and applicable earned time banks.

18.02 Shift Premium

Employees shall receive an hourly shift premium of two dollars and thirty-five cents (\$2.35) for all regular hours worked between 2000 hours and 0800 hours.

18.03 Weekend Premium

Employees shall receive an hourly weekend premium of two dollars and thirty-five cents (\$2.35) for all regular hours worked between midnight Friday and midnight Sunday.

ARTICLE 19 - VACATION

19.01 Vacation Policy

Vacation is earned in one year and taken in the next.

19.02 Vacation Entitlement for Permanent Full-Time Employees

A Permanent Full-time employee shall earn vacation with pay based on completed years of service effective April 1 as follows:

After 1 year service - 120 hours
After 2 years service - 128 hours
After 4 years service - 136 hours
After 6 years service - 144 hours
After 8 years service - 152 hours
After 10 years service - 160 hours
After 12 years service - 168 hours
After 14 years service - 176 hours
After 16 years service - 184 hours
After 18 years service - 192 hours
After 20 years service - 200 hours
After 22 years service - 208 hours

After 24 years service - 216 hours
After 26 years service - 224 hours
After 28 years service - 232 hours
After 30 years service - 240 hours
After 32 years of service – 248 hours
After 34 years of service – 256 hours
After 36 years of service – 264 hours
After 38 years of service – 272 hours
After 40 years of service – 280 hours

19.03 Vacation Entitlement for Permanent Part-time Employees

A Permanent Part-time employee shall earn vacation with pay based on **completed** years of service **effective April 1** in accordance with (a) above, on a pro rated basis proportionate to regular hours paid during the year.

19.04 Requesting and Scheduling Vacation Leave

Vacation will be granted in order of seniority by classification and work location subject to operational requirements and the needs of the clients/residents.

Employees shall submit their vacation preference in writing by April 1. The Employer shall post the vacation schedule no later than April 15. During the period from June 15 to September 15, preference for a period of up to two (2) complete weeks of unbroken vacation or any part of a week shall be given to employees with the greatest length of seniority. To exercise this preference, an employee need not pick consecutive weeks.

Employees who submit vacation requests after April 1 shall have vacation granted on a first come first serve basis subject to operational requirements. If a conflict exists between the requests of two or more employees which are received by the Employer on the same day, seniority shall govern.

19.05 Illness or Injury During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate from a legally qualified medical practitioner and the information provided in the certificate is satisfactory to the Employer, the employee will be granted sick leave and **their** vacation shall be restored to the extent of the sick leave. The medical certificate is to be provided to the Employer immediately upon the return of the employee.

19.06 Reimbursement of Expenses

If the Employer unilaterally cancels an employee's vacation, which was previously approved causing the Employee to forfeit monetary deposit on vacation accommodations and/or travel, and providing the Employee does everything reasonably possible to mitigate the loss including proof of purchase of cancellation insurance (if available), and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit up to a maximum of \$300 subject to the employee providing proof of the deposit and amount.

ARTICLE 20 - HOLIDAYS

20.01 Holidays for Permanent Full-time Employees

The following calendar dates are recognized as paid holidays for Permanent Full-time employees:

- New Year's Day
- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- July 1
- First Monday in August
- Labour Day
- National Day for Truth and Reconciliation**
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

20.02 Holiday Pay for Permanent Full-time Employees

When a holiday listed in Article 20.01 falls on a scheduled day off, a Permanent Full-time employee shall have the option of receiving eight (8) hours pay at the regular hourly rate or to bank eight (8) hours to be scheduled off with pay at a time mutually agreed between the employee and the Employer.

The employee must make an election in writing to the Director in the pay period in which the holiday falls. If nothing in writing is received the employee will receive eight (8) hours' pay at the regular hourly rate.

20.03 Compensation for Work on a Holiday for Permanent Full-time Employees

A Permanent Full-time employee who is scheduled to work on a holiday listed in Article 20.01, shall be paid at the rate of time and one half (1 ½) the regular rate of pay for all hours worked on the holiday and shall have the option of receiving eight (8) hours pay at the regular hourly rate or to bank eight (8) hours to be scheduled off with pay at a time mutually agreed between the employee and the Employer.

The employee must make an election in writing to the Director in the pay period **in which the holiday falls**. If nothing in writing is received the employee will receive eight (8) hours' pay at the regular hourly rate.

20.04 Notwithstanding Articles 20.02 and 20.03, Permanent Full-time employees who are normally scheduled to work Monday to Friday shall receive as follows:

- (a) if the holiday listed in Article 20.01 falls on a day of rest the employee shall receive eight (8) hours off with pay on the next scheduled work day following the day of rest.
- (b) if the holiday listed in Article 20.01 falls on a regular scheduled day of work, the employee will receive eight (8) hours off with pay on the holiday.

20.05 Holidays for Permanent Part-time Employees

- (a) The following calendar dates are recognized as paid holidays for Permanent Part-time employees:

New Year's Day
Heritage Day
Good Friday
July 1st
Labour Day
National Day for Truth and Reconciliation
Christmas Day
Thanksgiving Day
First Monday in August

- (b) **A part-time employee who works Remembrance Day shall receive time off on an hour for hour basis at a mutually agreed time.**

20.06 Holiday Pay for Permanent Part-time Employees

When a holiday listed in Article 20.05 falls on a scheduled day off, a Permanent Part-time employee shall have the option of receiving eight (8) hours pay at the regular hourly rate or to bank eight (8) hours to be scheduled off with pay at a time mutually agreed between the employee and the Employer.

The employee must make an election in writing to the Director in the pay period **in which** the holiday falls. If nothing in writing is received the employee will receive the eight (8) hours' pay at the regular hourly rate.

20.07 Compensation for Work on a Holiday for Permanent Part-time Employees

A Permanent Part-time employee who is scheduled to work on a holiday listed in Article 20.05, shall be paid at the rate of time and one half (1 ½) the regular rate of pay for all hours worked on the holiday and shall have the option of receiving eight (8) hours pay at the regular hourly rate or to bank eight (8) hours to be scheduled off with pay at a time mutually agreed between the employee and the Employer.

The employee must make an election in writing to the Director in the pay period **in which** the holiday falls. If nothing in writing is received, the employee will receive the eight (8) hours' pay at the regular hourly rate.

20.08 Qualification for Holiday Pay

Employees shall only qualify for the above holiday pay if they have worked their regularly scheduled shift immediately preceding and immediately following the holiday. For the purposes of this Article, employees who are on paid leave from the Employer will be entitled to the holiday. Employees who are on unpaid leave from the Employer, EI sick leave, and Workers' Compensation do not qualify for holiday pay pursuant to this Article.

20.09 On an alternating year to year basis, the Employer will endeavour to grant either Christmas Day or New Year's Day off.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 Personal Leave without pay

An employee may request a leave of absence without pay from the employer for a period not less than one (1) month and not greater than one (1) year. Such request must be in writing stating the reason for the leave, the date of

commencement and the expected date of return. The decision to grant the request for leave shall be at the sole discretion of the Employer. Such leave of absence will not be granted for the purpose of maintaining/seeking alternate employment.

21.02 Employees on an approved leave of absence without pay shall not accumulate any benefits (sick leave, holidays, vacations, etc.) in accordance with this agreement.

21.03 Educational Leave

Employees are encouraged to express their interest in attending appropriate off-site educational programs. Recognizing the value of such further education, the Employer, upon request, may grant an unpaid educational leave. Such request must be made in writing a minimum of one (1) month prior to the requested dates off. The request must identify the name of educational program, the provider, relevance to the workplace and the dates requested off. The decision to grant the request for leave shall be at the sole discretion of the Employer.

21.04 Bereavement Leave

- (a) In the event of a death in the immediate family, an employee shall be entitled to five (5) consecutive calendar days leave commencing the day of the death without loss of pay. "Immediate family" is defined as the employee's father, mother, legal guardian, brother, sister, spouse, child, ward, grandchild, father-in-law, mother-in-law, or any relative permanently residing with the employee.
- (b) An employee shall be entitled to three (3) consecutive calendar days leave commencing the day of the death without loss of pay for the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law, **niece, nephew.**
- (c) An employee shall be entitled to one (1) day bereavement leave for the purpose of attending a service of an employee's aunt, uncle without loss of pay for a scheduled shift not worked on that day.
- (d) If a death occurs in (a) or (b) above when the employee is at work or on the day the employee is scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's shift for that day and this will be considered day one (1) of the bereavement leave.

- (e) The above entitlement is subject to proper notification being made by the employee to the Employer and the relationship must be current at the time the benefit is claimed.
- (f) In determining bereavement leave, if an employee's shift falls on any of the days in (a) and (b) above, the shift will be with pay. A day shall equal all hours scheduled to be worked by the employee on the day taken as leave.
- (g) Vacation leave shall not be unreasonably denied by the Employer for the day of the funeral of a close friend, provided the employee requests the leave in advance and operational requirements permit. Employer will respond to requests as soon as reasonably possible.
- (h) The employee may defer one (1) day of bereavement leave to accommodate a funeral service that is not held at the time of death referred to in (a) and (b) above. The Employer may request proof of same at its discretion.
- (i) Bereavement leave will not be pro-rated for Permanent Part-time employees.

21.05 Court Leave

- (a) Leave of absence without loss of regular pay shall be granted to an employee, other than an employee on leave of absence without pay or on suspension, who is required to serve on a jury or by subpoena or summons is required to appear as a witness in any proceeding related to the employees' own employment with the Employer.
- b) An employee granted leave of absence without loss of pay to serve on a jury shall have deducted from the employee's salary an amount equal to the amount the employee receives in jury duty.

21.06 Pregnancy /Parental leave

Pregnancy, Parental leave shall be granted to employees in accordance with the *Nova Scotia Labour Standards Code, R.S.N.S. 1989, C. 246*, as amended

21.07 Paid Leave for Birth of Child

On the occasion of the birth of an employee's partner's child, an employee shall be granted eight (8) hours special leave with pay to be taken during and/or following the birth of the child. This leave may be divided into two (2) periods and granted on separate days.

21.08 Domestic Violence Leave

Domestic Violence leave shall be granted to employee in accordance with the Nova Scotia *Labour Standards Code, R.S.N.S. 1989, C. 246*, as amended.

21.09 Compassionate Care Leave

An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks, for compassionate care, in accordance with Labour Standards section 60E.

21.10 Leave for Family Illness

In the case of illness of an employee's immediate family, meaning spouse, son, daughter, father or mother, the employee may be granted, after notifying their immediate supervisor, leave with pay up to:

- (a) **Thirty (30)** hours per annum for Permanent Full-time employees;
- (b) **Sixteen (16)** hours per annum for Permanent Part-time employees;

which shall be deducted from the employee's sick leave entitlement as provided under Article 22.02.

21.11 Storm Leave

It is the responsibility of every employee to make every reasonable effort to arrive at their work location as scheduled. However, during storm conditions, when such arrival is impossible or delayed, all absent time will be deemed to be leave and the employee has the option to:

- (i) take the absent time as unpaid; or
- (ii) deduct the absent time from employee lieu bank or vacation time.

ARTICLE 22 – SICK LEAVE

22.01 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. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if the employee is not otherwise receiving pay for that day, and the employee has sufficient sick leave credits.
- (b) The Employer reserves the right to require any employee claiming sick leave to produce evidence of illness or injury satisfactory to the Employer.

22.02 Amount of Sick Leave

Paid sick leave shall accumulate at the rate of eight (8) hours for each one hundred and seventy-three point three (173.3) regular hours paid to a maximum accumulation of nine hundred and sixty (960) hours.

22.03 Employer Notification

In any case of absence of an employee due to sickness, the absence shall be reported to the Employer as soon as reasonably possible prior to the start of the shift to be worked.

22.04 Leave for Personal Preventative Care

Employees are expected to make every effort to schedule medical/dental appointments outside working hours. Employees with sufficient sick leave shall be allowed paid leave of absence up to **twenty-four (24)** hours per annum, in order to engage in personal preventative medical and dental care. Such leave will be deducted from sick leave entitlement in Article 22.02.

22.05 Unpaid Sick Leave

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

22.06 Any medical information in the hands of the Employer shall only be disclosed with the written consent of the employee or as otherwise required by law.

ARTICLE 23 – LAYOFF & RECALL

23.01 Layoff means the termination of employment or a reduction of hours due to a reduction in funds or shortage of work due to operational requirements.

23.02 When a layoff is to occur, the Employer will consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to layoff employees.

23.03 Step 1- Voluntary Reduction in Hours

- (a) Where layoff is required, the first step in the process will be to identify an employee(s) who volunteers to reduce the hours of work or take a voluntary layoff.
- (b) Where there are more volunteers than required, the selection shall be by seniority.
- (c) The foregoing process shall be conditional on qualifications and ability.
- (d) In the event there are no volunteers, Article 23.04 shall apply.

23.04 Step 2 – Layoff

- (a) Both parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of layoff, the least senior employee(s) shall be laid off within the job classification, providing the remaining employees have the qualifications, skills, ability to perform the work, and subject to client preferences.
- (b) The Employer shall notify employees who are to be laid off at the earliest possible time, but not less than two (2) weeks prior to the effective date of layoff except layoff as a result of circumstances beyond the control of the Employer in which case as much notice as possible will be provided.
- (c) Notwithstanding Article 23.04 (a) and (b), Permanent Part-time employees shall not be permitted to displace Permanent Full-time employees.

23.05 Recall

- (a) Laid off employees will have the right to recall for twelve (12) consecutive months following date of layoff.
- (b) Employees shall be recalled in order of their seniority, provided they have the qualifications, skills, ability to perform the work, and subject to client preferences.
- (c) In the event an employee accepts occasional or short-term work with the Employer, the twelve (12) month recall period shall not be deemed to be interrupted nor will notice of layoff be required when the work assignment is completed.
- (d) An employee who is recalled to work shall return to the services of the Employer within two (2) weeks of notice of recall, unless a longer period is agreed to by the Employer and the employee. If the employee fails to return at the time agreed, the name will be struck from the seniority list and the employee shall have no further employment status with the Employer.
- (e) An employee on layoff shall be responsible for providing the Employer with the most recent address and telephone number.
- (f) No new employees will be hired into a position until those who are on layoff have been given an opportunity of recall.

23.06 The Employer will not contract out work that is normally performed by employees if, as a direct result, an employee will be laid off or will have a reduction in contracted hours, and the employee is qualified to perform the work.

ARTICLE 24 - RESIGNATION AND RETIREMENT NOTICE

24.01 If an employee **other than a House Coordinator** desires to resign from employment, said employee shall forward a letter of resignation to the Director not less than ten (10) business days prior to the effective date of resignation. **House Coordinators must provide fifteen (15) business days notice prior to the effective date of resignation.** The Director may accept a shorter period of notice. An employee shall give four (4) weeks notice regarding retirement.

ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE

25.01 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.

25.02 Informal Discussion

The employee will first discuss the complaint with the Director within ten (10) business days after the circumstances giving rise to the complaint having occurred or ought reasonably to have come to the attention of the employee. If the discussion does not resolve the complaint, it is deemed a grievance and it may be referred to the Grievance Procedure as outlined in Step One below.

STEP ONE – Grievance:

If the employee is not satisfied with the verbal reply from the Director in the informal stage, the employee may within ten (10) business days from the date of the reply, submit a grievance in writing to the Director at Step One of the Grievance Procedure. The Director shall reply in writing to the Union within ten (10) business days.

STEP TWO – Grievance:

If the Union is not satisfied with the response received from the Director above, the employee may within ten (10) business days from the date of the response from the Director, submit the grievance in writing to the CEO. The CEO shall reply in writing to the Union within ten (10) business days. If no satisfactory settlement is reached within ten (10) business days following the reply from the CEO, the parties shall convene a meeting to find a resolution to the grievance prior to the union referring the matter to arbitration.

STEP THREE – Referral to Arbitration:

Failing a satisfactory settlement being reached in Step Two, if the Union decides to refer the dispute to arbitration, such referral shall take place within ten (10) business days of the date the parties convened a meeting to discuss the grievance at Step Two.

25.03 Right to Union Representative

If the employee presents a grievance in person at any step, the employee may be accompanied by a representative of the Union.

25.04 Extension of Time Limited

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

25.05 In determining the time limits under Article 25 "business days" shall be deemed to exclude Saturdays, Sundays, and recognized holidays.

25.06 (a) 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 Two of the grievance procedure within ten (10) business days after the circumstances giving rise to the grievance occurred or ought reasonably to have come to the attention of the party.

(b) Suspension Without Pay or Discharge

Where an employee alleges suspension without pay or discharge contrary to Article 11, the grievance shall be filed at Step Two of the grievance procedure within ten (10) business days of the employee receiving written notice of the suspension without pay or discharge.

25.07 An employee shall not be entitled to file a Step Two grievance without the written approval of the Union.

25.08 Replies in Writing

Replies to grievances shall be in writing, beginning at Step One.

25.09 Voluntary Mediation

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

25.10 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.

25.11 Appointment of Arbitration Board

- (a) Where the parties have not agreed that a matter should be decided by a single arbitrator, 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.

25.12 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 26 – GROUP INSURANCE BENEFITS

- 26.01** (a) The Employer agrees to maintain a group health benefit plan (medical & vision care), dental Plan, accidental death and dismemberment, and basic life Insurance for participation by all Permanent Full-Time and Permanent Part-time employees, subject to eligibility requirements of the respective Plans. Participation is mandatory except as provided by the Plan.

- (b) **The Employer shall pay sixty-five percent (65%) of the premiums and the employee shall pay thirty-five percent (35%) for the group health benefit plan.**
- (c) **The Employer shall pay fifty (50%) of the premiums and the employee shall pay fifty (50%) for the dental plan, accidental death and dismemberment, and basic life insurance.**

26.02 An employee who is on an approved unpaid leave of absence, shall be entitled to continue to participate in the group insurance benefits outlined in Article 25.01, provided:

- (a) The plan provided approves the continued participation;
- (b) The employee reimburses the Employer for both the Employer and employee portion of the premiums; and
- (c) The employee's remittance to the Employer for payment of the benefits remains current to within 30 days of the date the Employer is required to remit payment to the plan provided.

26.03 Employee Assistance Program (EAP)

The Employer shall provide an Employee Assistance Plan for all Permanent Full-time and Permanent Part-time employees.

ARTICLE 27 – PENSION PLAN

27.01 All eligible employees shall be covered by the provisions of the Public Service Superannuation Act, as amended from time to time and all contributions shall be in accordance with the requirements of the Plan. The Employer shall pay fifty percent (50%) of the contributions and the employee shall pay fifty percent (50%) which also includes any increases to Plan contributions.

ARTICLE 28 - COMPENSATION FOR INJURY ON DUTY

28.01 Employees who have been injured while on duty resulting in a time loss from work shall immediately apply for Workers' Compensation benefits.

28.02 (a) While awaiting approval of WCB the employee will be treated as on regular sick leave for the period said employee is unable to perform the duties due to injury, which is limited to the existing sick leave credits in the

employee's sick leave bank. Upon approval of Benefits to the employee, the employee shall immediately compensate the Employer for such payment and the employee's sick leave bank will be replenished.

- (b) In the event that the employee's claim for Workers' Compensation is not approved the employee's claim for sick leave shall be administered as per Article 22.
 - (c) Where an employee is compensated under the *Workers Compensation Act*, the Employer shall pay a supplement equal to the difference between the earnings replacement benefit received from the Workers Compensation Board and the employee's net pre-accident regular biweekly pay. In the event the employee's claim for Workers' Compensation is approved, the Employer will pay the employee seventy five percent (75%) of the regular pay for the first two (2) days of an injury or accident, provided the employee is off for less than five (5) weeks, and provided the employee has existing sick leave credits. If the employee remains on Worker's Compensation benefits for more than five (5) weeks, the employee shall reimburse the Employer for those two (2) days' pay and the employee's sick leave bank shall be credited accordingly.
- 28.03 (a) Subject to eligibility requirements in the plan policies and subject to Article 28.03(b), an employee shall continue participation in the group insurance plan by contributing the share of the plan premiums for a period of six (6) months from the date of injury. Subject to eligibility requirements, following the expiration of this six (6) month period, the employee may choose to continue participation in the plan by paying one hundred percent (100%) of the premium. Failure by the employee to pay their required premiums when due will result in cancellation of participation in the plans.
- (b) In order to be eligible for continued coverage under the group insurance plan, the employee must be in receipt of temporary wage loss benefits from the Workers' Compensation Board and group insurance premiums must be provided to the Employer by post-dated cheques at commencement of the leave for each month of coverage.

ARTICLE 29 - DAMAGE TO EMPLOYEE PROPERTY

- 29.01** Where the personal property of an employee including eye glasses and hearing aids, necessary in the employee's performance of their job duties, is damaged by a client in the execution of these duties, such an incident shall be brought to the attention of the CEO or **their** designate at the time of the incident. The CEO shall arrange to reimburse the employee for reasonable expenses associated with the

cost of repair or replacement, if the CEO is satisfied that normal precautions against damage has been taken.

ARTICLE 30 - LABOUR MANAGEMENT AND SAFETY COMMITTEE

- 30.01 The Union and the Employer shall participate in a Labour Management Committee which shall consist of up to two (2) representatives each of the Union and the Employer. The chairing of meetings shall rotate between one of the elected members of the Local and the Employer. Minutes shall be kept of all Labour Management Committee meetings and shall be circulated to committee members for review and approval following the meeting. Upon approval the minutes will be circulated to the homes for inclusion in the Union binder.
- 30.02 Meetings of the Labour Management Committee shall be held at a time mutually agreed by the parties. Time off for attendance at Labour management meetings is subject to operational requirements. Employees in attendance during their regular shift will suffer no loss of pay to attend such meetings.
- 30.03 The Committee shall foster good communications and effective working relationships between the parties. The Committee will discuss workplace matters brought forward by either party.
- 30.04 The Committee will act as members of the health and safety team and be responsible to oversee workplace health and safety matters pursuant to the duties outlined in the Employer's Occupational Health and Safety Policy.

ARTICLE 31 – SENIORITY

- 31.01 (a) Seniority is defined as the length of continuous employment with the Employer dating from the most recent date of hire into the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- (b) A seniority list shall be established for all Permanent Full-time and Permanent Part-time employees showing their name and seniority date. If two or more are hired on the same date, a draw shall be conducted by the Union, in the presence of the Employer, to determine the seniority.
- (c) Notwithstanding Article 1.01(j), a Term employee hired directly to a permanent position without returning to casual status, shall have seniority back dated to date of hire in the Term Position.
- 31.02 The updated seniority list will be placed in the Union binders annually in January of each year. New employees to the list shall have thirty (30) calendar days

following placement in the binder 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. Notwithstanding the foregoing, a clerical error by the Employer in compiling the list can be corrected at any time provided a review of earlier seniority lists confirms the clerical error.

31.03 A copy of the seniority list will be sent to The Nova Scotia Government and General Employees Union.

31.04 An employee shall only 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) Retirement.
- (c) Being absent from work for two (2) consecutive shifts without notifying the Employer, unless there are circumstances beyond the employee's control which prohibited the employee from notifying the Employer.
- (d) Discharge; and the employee is not reinstated.
- (e) Layoff which lasts more than twelve (12) consecutive months.
- (f) Being recalled to work from layoff and failing to return to work within two weeks of notice of recall. It shall be the responsibility of the employee to keep the Employer informed of their current contact information. If the employee fails to do this, the Employer will not be responsible for a failure of the notice to reach the employee, except otherwise noted in 23.05 (d).

ARTICLE 32 – APPOINTMENT TO A MANAGEMENT/EXCLUDED POSITION

32.01 Temporary Appointment

- (a) Where an employee successfully competes for a temporary position outside the bargaining unit, the union shall grant an approved leave from the employee's bargaining unit position to work in the excluded position. The employee has a right to return to the bargaining unit position at the expiry of the leave, the employee shall retain seniority while in the management position for a period of up to twelve (12) months. This period may be extended by mutual agreement of the parties. At the expiration of

the twelve months (12) period or its extension, the employee shall lose all accumulated seniority.

- (b) While in the management position the employee shall not pay union dues nor shall the Union have a duty to represent the employee in any matter arising out of their employment in the excluded position. However, the Union reserves the right to represent the employee in relation to their right to return to their bargaining unit position.
- (c) Should the employee apply for another bargaining unit position while on an approved leave from their bargaining unit position, the employee shall be considered an internal applicant.

32.02 Permanent Appointment

An employee who successfully competes for a permanent position outside the bargaining unit shall have the right to return to their bargaining unit position, subject to Article 13.03. The employee shall retain seniority for a period of up to three (3) months in the excluded/management position. At the expiration of the three (3) month period, the employee shall lose all accumulated seniority. For greater clarity, Articles 31.01 (a) and (c) do not apply.

ARTICLE 33 – HEALTH & SAFETY

- 33.01 The parties agree to be bound by the provisions of the Nova Scotia *Occupational Health and Safety Act* and regulations.

ARTICLE 34 - DURATION, RETROACTIVITY, & TERMINATION OF AGREEMENT

- 34.01 (a)** Wages shall be effective on the dates specified in Appendix "A". This Agreement shall be in effect for the period commencing the date of signing and ending on March 31, **2024** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or seek amendments to this Agreement.
- (b) The Employer will endeavor to pay retroactive wages as soon as reasonably possible after receipt of retroactive funds from the province.**

34.02 Employees who have left employment between April 1, 2021 and the effective date of this Agreement, shall have thirty (30) calendar days after the signing of this Agreement to request in writing retroactive wage increases. Failure to apply with thirty (30) calendar days shall result in forfeiture of retroactivity.

DATED at Bridgewater, Nova Scotia, this 1 day of June, 2023.

RIVERVIEW ENHANCED LIVING SOCIETY

[Signature]
Debi Skubik

[Signature]

Nova Scotia Government & General Employees Union

[Signature]
[Signature]

Handbook

K. Cranston

APPENDIX "A" - WAGES

NOTE: 2080 hours = 1 year		DRAFT											
Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		Classification Adjustment		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		
			Apr. 1-21 Hourly Rate	Apr. 1-21 Approx. Annual Rate	Apr. 01-22 Hourly Rate	Apr. 01-22 Approx. Annual Rate	Apr. 01-22 Hourly Rate	Apr. 01-22 Approx. Annual Rate	Apr. 01-23 Hourly Rate	Apr. 01-23 Approx. Annual Rate	Mar. 31-24 Hourly Rate	Mar. 31-24 Approx. Annual Rate	
Apartment Coordinator	Step 1 (start)	\$20.3266	\$42,279	\$20.6315	\$42,914	\$21.4712	\$44,660	\$21.7933	\$45,330	\$22.4471	\$46,690	\$22.5593	\$46,923
Counselor	Step 2 (after year 1)					\$21.9096	\$45,572	\$22.2382	\$46,256	\$22.9054	\$47,643	\$23.0199	\$47,881
	Step 3 (after 2 years)					\$22.3567	\$46,502	\$22.6921	\$47,199	\$23.3728	\$48,615	\$23.4897	\$48,859
	Step 4 (after 3 years)					\$22.8130	\$47,451	\$23.1552	\$48,163	\$23.8499	\$49,608	\$23.9691	\$49,856
	Step 5 (after 4 years)					\$23.2784	\$48,419	\$23.6276	\$49,145	\$24.3364	\$50,620	\$24.4581	\$50,873
House Coordinator		\$22.7892	\$47,401	\$23.1310	\$48,113	\$26.0988	\$54,285	\$26.4902	\$55,100	\$27.2849	\$56,753	\$27.4214	\$57,036

APPENDIX "B" - TERM EMPLOYEES

Term employees as defined in article 1.01 (m) shall be covered by the provisions of the Collective Agreement as expressly provided below:

Article 1 – Definitions – In its entirety except 1.01 (e) and (j)
Article 2 – Recognition – In its entirety
Article 3 – Management Rights – in its entirety
Article 4 – Discrimination – In its entirety
Article 5 – Strikes and Lockouts – in its entirety
Article 6 – Union Activity – 6.01 and 6.05 only
Article 7 – Checkoff – in its entirety
Article 8 – Union Communications – in its entirety
Article 9 – Information – in its entirety
Article 10 – Probationary Period – in its entirety
Article 11 – Discipline and Discharge – Termination 11.02 & 11.03 only

The term position may be terminated at any time at the sole discretion of the Employer.

Article 12 - Employee performance and Files – 12.01, 12.02, 12.03 only
Article 13 – Job Posting – in its entirety except 13.03
Article 14 – Hours of work - in its entirety except reference to "Permanent Full-time or Permanent Part-time employee" substituted for "Term full-time or part-time employee".
Article 15 – Overtime - in its entirety
Article 16 – Staff Training - in its entirety
Article 17 – Travel - in its entirety
Article 18 – Pay Provisions - in its entirety
Article 19 – Vacations - not applicable

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

Article 20 – Holidays - Agreed except reference to "Permanent Full-time or Permanent Part-time employee" substituted for "Term full-time or part-time employee".
Article 21 – Leaves of Absences - in its entirety except 21.01, 21.02, 21.07
Article 22 – Sick Leave - in its entirety
Article 25 – Grievance & Arbitration Procedure - in its entirety
Article 28 – Compensation for Injury on Duty - in its entirety
Article 29 – Damage to Personal Property - in its entirety
Article 30 – Labour Management and Safety committee - in its entirety
Article 31 – Seniority - 31.01 (c) only
Article 33 – Health and Safety - in its entirety
Article 34 - Duration and Retroactivity - in its entirety
Appendix "A" – Wages – in its entirety
Appendix "B" – Term Employees – in its entirety
Appendix "C" - Core Competencies – in its entirety
Appendix "D" – Night Sleeps – in its entirety
Appendix "E" – Temporary Reduction in Hours

APPENDIX "C" – CORE COMPETENCIES

The core competencies required by the Nova Scotia Department of Community Services are as follows:

1. Fire and Life Safety
2. Basic Principles and Practice of Personal Care
3. Medication Awareness
4. Individualized Program Planning
5. Positive Principles and Practices of non-aversion behaviour change
6. Standard First Aid/CPR
7. Food Handlers Certification

APPENDIX "D" - NIGHT SLEEP

1. Scheduling

The Employer shall schedule employees for night sleep in accordance with its current practices and is subject to change based upon operational needs.

2. Compensation

- a. Night sleep is scheduled from midnight to 6:00 am and are compensated at the minimum wage rate.
- b. If an employee is required to attend to a client during night sleep, the employee shall be compensated at the regular hourly rate (rather than minimum wage) for the time the employee is required to actively assist the resident. To qualify for this compensation, the employee is required to complete an incident report detailing the particulars of the assistance provided. For clarity, being awakened at night does not qualify for the additional payment where assistance to a client is not required or provided.
- c. This Appendix sets out the entire compensation and benefits for employees during a night sleep and no provisions of the collective agreement shall apply except the right to grieve an alleged violation of (b) above.

APPENDIX "E" - TEMPORARY REDUCTION IN WORK HOURS

Whereas the parties agree that there are periods during the year that client needs decrease resulting in a decrease number of care hours:

Whereas the parties understand that these periods are normally during the Christmas period, March Break, and Summer Period.

Whereas the parties agree that the decrease in care hours are not considered a layoff in accordance with Article 23 of the collective agreement:

Therefore, the parties agree that employees who are regularly scheduled in work locations where client needs are decreased will be provided with the following options:

1. Take the time as unpaid leave;
2. Deduct hours from accumulated vacation, holiday time, or lieu time; or
3. If the Employer determines there is adequate work duties to be performed during a clients' absence, the employee may be reassigned to these duties on a temporary basis.

Memorandum of Agreement #1

RE: FLOATER DAY

The parties agree that employees who were permanent Full-time as of February 19, 2020 shall receive an eight (8) hour floater day per fiscal year provided operational requirements permit and reasonable notice of such leave is given.

Memorandum of Agreement #2

RE: MEAL REIMBURSEMENT

The Employer will reimburse employees who are required to accompany residents for breakfast/lunch/dinner as part of a therapeutic outing in the following amounts upon provision of a receipt:

Up to \$8 for breakfast

Up to \$15 for lunch

Up to \$20 for dinner

Memorandum of Agreement #3

RE: VACATION TRANSITION

This Memorandum will confirm an agreement of the Parties regarding the process to transition vacation entitlement based on years of service from date of hire to April 1 for current employees. The parties agree this process shall not result in a loss of vacation entitlement for employees.

- 1. On June 1, 2023, full-time employees with an anniversary date between June 1, 2023, and April 1, 2024 will be awarded vacation earned from their anniversary date to June 1, 2023 based on years of service. On April 1, 2024, employees will advance to the next year's entitlement and each year afterward on April 1 as per article 19.02 of the collective agreement.**

Examples:

Employee anniversary date November 4, 1997 (26 years service). On June 1, 2023 employee awarded 127 hours of vacation representing time earned between anniversary date and June 1. On April 1, 2024, employee will advance to 27 years service entitlement of 224 hours.

Employee anniversary date February 13, 2017 (6 years service). On June 1, 2023 employee awarded 40 hours of vacation representing time earned between anniversary date and June 1. On April 1, 2024 employee will advance to 7 years service entitlement of 144 hours.

- 2. Full-time employees with an anniversary date between April 13, 2023 and June 1, 2023 will be awarded vacation earned as of their anniversary date on their anniversary date. Such employees will also be awarded vacation earned from their anniversary date to June 1, 2023 on June 1, 2023. On April 1, 2024, such employees will advance to the next year's entitlement and each year afterward on April 1 as per article 19.02 of the collective agreement.**

Example:

Employee anniversary date May 6, 2020 (3 years service). On May 6, 2023, employee will be awarded 128 hours vacation plus 9 hours for time earned between May 7 and June 1, 2023. Employee awarded additional vacation entitlement based on years of service effective April 1, 2024, and each year afterward as per article 19.02 of the collective agreement.

- 3. Part-time employees moving to full-time status between April 13, 2023 and June 1, 2023, will be awarded vacation earned based on their part-time status (pro-rated proportionate to regular hours paid during the year) on their anniversary date. Such employee will also be awarded vacation**

earned from the date they commence in the full-time position to June 1, 2023. On April 1, 2024, such employees will advance to the next year's entitlement and each year afterward on April 1 as per article 19.02 of the collective agreement.

Example:

Employee anniversary date November 16, 2020 (3 years service). On June 1, 2023 employee will be awarded vacation earned as part-time to that date plus will be awarded vacation earned from date commencing in full-time position to June 1, 2023. Employee will be awarded additional vacation entitlement based on years of service effective April 1, 2024, and each year afterward as per article 19.02 of the collective agreement.

- 4. Part-time employees will be awarded vacation entitlement accrued up to on June 1, 2023 based on their part-time status (pro-rated proportionate to regular hours paid during the year). Such employees will be awarded additional vacation entitlement based on years of service effective April 1, 2024, and each year afterward as per article 19.03 of the collective agreement.**

The Employer's will calculate exact vacation entitlement using its payroll software for the effective dates above.

Employees hired following April 13, 2023 will receive vacation based on completed years of service effective April 1, 2024 and each year afterward as per article 19.02 of the collective agreement. Such employees will have their vacation entitlement prorated for the period from their date of hire to April 1, 2024 for the 1 year of service entitlement. Such employees will be awarded additional vacation entitlement based on years of service effective April 1, 2024, and each year afterward as per article 19.02 or 19.03 of the collective agreement, whichever is applicable.

Memorandum of Agreement #4

RE: USE OF EMPLOYEE VEHICLES FOR CLIENT TRANSPORT

The Employer and Union agree to meet within 90 days of the signing of this agreement to discuss the possibility of employees transporting clients in the private vehicles. This discussion will include but not be limited to: data related to frequency of client transport, exploration of process to solicit employee interest, travel compensation including mileage and insurance premiums.



Memorandum of Agreement #5

RE: HOUSE COORDINATOR ON CALL STIPEND

Where the employer specifically and at their sole discretion, designates and directs a House Coordinator to be on call, the House Coordinator shall receive \$2.00 per hour for the period on call.

Signed at Bridgewater, Nova Scotia on June 1, 2023.

For Employer



Leah Stewart

For NSGEU



K. Cranton