

Collective Agreement

Between

Phoenix Youth Programs

(Hereinafter referred to as the “Employer”)

and

Nova Scotia Government & General Employees Union

(Hereinafter referred to as the “Union”)

Duration

February 3, 2022 to March 31, 2025

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ARTICLE 1- DEFINITIONS

1.01 Definitions

- (a) **“Agreement”** - means the Collective Agreement between Phoenix Youth Programs and the Nova Scotia Government and General Employees Union.
- (b) **“Bargaining Unit”** means all Full-Time, Part-Time, Term and Probationary Employees of Phoenix Youth Shelter (PYS), Phoenix Centre for Youth (PCFY), Phoenix House (PH), and Phoenix Homes for Independence (PHI).
- (c) **“Casual Employee”** means a person hired on a day-to-day basis or as relief for an employee in the Bargaining Unit.
- (d) **“Employee”** means a person who is included in the Bargaining Unit.
- (e) **“Employer”** means Phoenix Youth Programs.
- (f) **“Holiday”** means the twenty-four (24) hour period commencing at 00:01 hours on a day designated as a holiday, pursuant to Article 21.
- (g) **“Lived Experience”**- means an individual’s life experiences that provides the particular individual with an insight into the realities of the youth accessing Phoenix services.
- (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 14.01 on a regularly scheduled and recurring basis; **or**
 - ii. A “Part Time Employee” who is a member of the Bargaining Unit and is employed to work on a regularly scheduled basis less than the standard hours of work for Full Time Employees, as set out in Article 14.01. 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 permanent position, except as expressly provided otherwise.

- (l) **“Student Placement”** means a person from a recognized educational 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. In the absence of exceptional circumstances, the Student Placement shall not reduce the hours of work or benefits of Bargaining Unit members. For clarity, in such exceptional circumstances, a Student Placement would only cover the hours necessary for the Employer if an Employee or Casual Employee is unavailable for the work required.
- (m) **“Term Employee”** means an employee who is hired to replace an incumbent on an approved leave of absence not to exceed eighteen (18) months, unless extended by mutual agreement between the Union and the Employer. Term Employees shall be covered by the provisions of the Collective Agreement as set out in Appendix B.
- (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 Holidays recognized pursuant to Article 21.01, unless specified otherwise in this Agreement.

1.02 Gender

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. 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 the Bargaining Unit.

2.02 No Mutual Agreements

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

2.03 Application

This Collective Agreement applies to and is binding on the Union, the Employees, and the Employer.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

- (a) The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the workforce are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- (b) The Employer reserves the right to delegate any authority under this Agreement.

3.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 – DISCRIMINATION AND LEGISLATION IN BINDER

4.01 The Employer, Union, and Employees shall comply with their respective obligations provided for in the *Human Rights Act*, as amended, (“HRA”) and *Trade Union Act*, as amended. For clarity, this includes that the Employer, Union, and Employees shall not discriminate or harass on HRA’s prohibited grounds of discrimination, which are legislatively expanded from time-to-time. The HRA’s prohibited grounds of discrimination as of the signing of this Collective Agreement are: age; race; colour; religion; creed; sex; sexual orientation; gender identity; gender expression; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; and political belief, affiliation or activity.

4.02 Updated copies of the HRA, *Trade Union Act*, and *Labour Standards Code*, as amended (“Code”), (and any summary documentation provided by the administrative bodies responsible for their enforcement explaining in plain language such legislative rights) shall be maintained in the binder that the Union uses for the purpose of communicating to its members as referred to in Article 8.01.

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 for Union Business

Where operationally reasonable and with at least four (4) weeks' notice where possible, special leave without pay may be granted to Employees for Union business as may be authorized by the Union. Such permission shall not be unreasonably denied. Unless it will impose financial hardship on the Employer, the Employer, at the request of the Union, will continue the salary of the Employee who is granted leave in accordance with Article 6.01 and will invoice the Union for the Employee's salary and benefit costs.

6.02 Recognition, Rights and Duties of Stewards

- (a) 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. The Employer shall submit a list of managers to the NSGEU.
- (b) Subject to operational requirements, a steward is entitled to leave work during working hours to participate in a discipline meeting called by the Employer. Leave for this purpose shall be without loss of regular pay.

6.03 No Loss of Service, Seniority or Benefits

While on leave for Union business pursuant to Article 6.01, 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 6.01 provided the Union reimburses the Employer for the Employer's costs of benefits for the period of such leave pursuant to Article 6.01.

6.04 Collective Agreement Negotiations

Leave of absence with pay for Union leave shall be granted to 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 negotiations.

6.05 Leave of Absence for 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 elected to one of the above noted full-time Union Executive positions shall notify the Employer as soon as possible after declaring their intention to seek the office.
- (b) An Employee elected or appointed one of the above noted full-time Union Executive positions shall be given leave of absence without pay for the term(s) they are to serve.
- (c) A leave of absence for the second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, but the Union shall provide the Employer with one month's notice of the date of commencement of the leave.
- (e) Upon the expiration of their term(s) 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 (subject to Article 6.05 (g)), no loss of Seniority accrued to the commencement of the leave, and no loss of Service accrued to the commencement of the leave.
- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to the Employee assuming the office of President shall be paid out to the Employee at the time they commence the leave.
- (g) Subject to the approval of the plan carrier and Article 26, the Employee's group insurance benefits may continue in effect while the Employee is serving as one of the above noted full-time Union Executive positions and, for such purposes of eligibility for benefits only, the Employee shall be deemed to be in the employ of the Employer. Subject to the approval of the plan carrier, for the purpose of the group rating of benefits and for the purposes of any benefits to be paid to the Employee, notwithstanding any salary paid to the Employee by the Union, the Employee's salary shall be deemed for the purpose of the Article only to be the salary the Employee was earning at the time the leave commenced. The Employee is subject to all changes in benefits (if any) that occur during their leave that affect all

Employees or that affect the individual Employee's benefits. Any determination of benefits paid out by the Plan Carrier to the Employee shall be at the discretion of the Plan Carrier.

- (h) Subject to the approval of the group RRSP plan and plan requirements and Article 27, the Employee may continue to qualify for group RRSP plan contributions during their leave, but the Union and/or the Employee shall be solely responsible for the Employer's and Employee's contributions to the pension plan for the duration of the Employee's leave under this Article. For the purposes of group RRSP contributions, notwithstanding any salary paid to the Employee by the Union, the Employee's group RRSP contributions shall be limited to the amount of contributions made by the Employee and Employer for the position held by the Employee at the time their leave for president commenced.
- (i) Notwithstanding paragraphs (b) and (c), but subject to paragraph (g) and (h), the gross salary of the position shall be determined by the Union, and paid by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (j) Subject to paragraphs (g) and (h), 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 the leave of absence. The Union shall notify the Employer of the income tax to deduct from the president's salary and shall indemnify the Employer for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 6.05.

ARTICLE 7 – UNION DUES

7.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Full-Time and Part-Time Employees and from the semi-monthly pay of Live-In Employees. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full bi-weekly or semi-monthly pay period.

7.02 Notification of Deduction

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

7.03 Remittance of Union Dues and Membership Information

The amounts deducted from the pay of the Employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union by the 15th of the

following month and shall be accompanied by particulars identifying each Employee, their job title and work location and the deductions made on the Employee's behalf. At this time, the Employer shall also advise the Union in writing of all new hires, 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, the Union may have a binder for the inclusion of Union material for the purpose of communicating to its members. The Union may, on a limited basis, use the Employer's emails to communicate Union business.

ARTICLE 9- INFORMATION

9.01 Copies of Agreement

The Employer and the Union shall share equally the cost of printing such copies of the Collective Agreement in a mutually agreed format.

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.

- (c) Subject to operational requirements, during a work shift, Stewards or a designate will be given fifteen (15) minutes paid to meet and orient new employees.

9.04 Position Descriptions

Employees shall be provided with current job descriptions outlining the duties and responsibilities of their positions upon hire and upon request. 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 five (5) months. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.

This probationary period may be extended by the Employer. The Employer shall notify the Employee at least two (2) weeks prior to the expiry of the probationary period setting out the reasons for the extension in writing.

For clarity, participation in the Employer's Group Benefits plan is not dependent upon the newly hired Employee's probationary status.

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, in writing, confirm employment on a permanent basis.

10.04 Compensation for Orientation and Training Shifts

An Employee shall be compensated for all approved orientation or job training shifts.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01

- (a) No Employee who has successfully completed the probationary period shall be disciplined, except for just and sufficient cause.
- (b) The Employer supports a system of progressive discipline.

11.02 Notification

- (a) Where an Employee is suspended or discharged, the Employer shall, within two (2) working days of the meeting referred to in Article 6.02(b) or during such meeting, notify the Employee in writing by email, certified mail, or by personal delivery, stating the reason for the suspension or discharge. A written copy will be provided to the Union.
- (b) 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.

11.03 Grievance

Where an Employee alleges that they have been suspended without pay or discharged contrary to Article 11.01(a), the Employee shall lodge their grievance at Step 2 of the grievance procedure within fifteen (15) working days of the date of the disciplinary meeting.

ARTICLE 12 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

12.01 Evaluations

The Employer intends to conduct a formal review of an Employee's performance. 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 be entitled to review their personnel files at the Employer's premises at an Employer-Employee mutually agreeable time.

12.03 Disciplinary Documentation

Where documentation of disciplinary action exists in an Employee's files, and where formal disciplinary action has not occurred for a period of sixty (60) months of paid time following the date of the documentation, such documentation shall be expunged from the Employee's personnel file. It is understood that the period of time referred to herein includes the disciplinary record of Employees prior to the signing of the first Collective Agreement.

Article 13 – JOB POSTING

13.01 Permanent Position

- (a) When a new position or vacancy occurs within the Bargaining Unit, the Employer shall communicate a notice of such new position or vacancy via

email and the posting will be open for a minimum of seven (7) calendar days.

- (b) On job postings, all candidates for the position will be assessed on the basis of their ability, demonstrated performance, qualifications, and Lived Experience, and only where, in the reasonable judgment of the Employer, the candidates are equal with respect to this criteria will seniority be the determining factor.

13.02 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 term Part Time position will receive permanent Part Time Employee benefits referred to in Articles 20.08, 21.06, and 23 and a permanent Part Time Employee who fills a term Full Time position will receive permanent Full Time Employee benefits referred to in Articles 20.01, .02, .03, .04, .05, .06, .07; 21.01, .02, .03, .04, .05, , 23, 26 (with the exception of short-term disability insurance "STD" and long-term disability insurance "LTD"), and 27.

Article 14 – HOURS OF WORK

Nothing in this Agreement shall be construed as a guarantee by the Employer to an Employee of a minimum or maximum number of hours.

14.01

(a) Full Time Employees

The standard hours of work for Full Time Employees shall normally be forty (40) hours per week, averaged over a four (4) week rotation.

(b) Part Time Employees

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 rotation.

14.02 Paid Breaks

The Employer agrees that, subject to operational requirements (e.g. necessary staffing, crisis, urgent work, etc.) it is intended that Employees receive the equivalent of two (2) paid fifteen (15) minute breaks and a thirty (30) minute paid meal break in accordance with the Employer's policy during an 8 (eight) hour regular shift. These breaks may be combined into a one (1) hour break depending on the operational requirements of the program. Where an Employee works a twelve (12) hour shift, there shall be the equivalent of an additional fifteen (15)

minute paid break granted. Employees may leave the Employer's property during their breaks if operational requirements permit. Prior to taking any break referred to above, the Employee will inquire with their manager (or in the event the manager is not available, inquire with their on-shift colleagues) as to whether the operational requirements permit the Employee to take a break.

14.03 Changes to Master Schedule for Each Work Location

- (a) The Employer agrees to maintain a master schedule for each work location.
- (b) The Employer may change the existing master schedule by providing, if operationally reasonable, a minimum of six (6) weeks' notice to Employees affected by the change.

14.04 Changes to Individual Schedule

Subject to operational requirements, changes to an Employee's schedule after it has been posted may be made by the Employer provided twenty-four (24) hours notice has been given to the Employee.

14.05 Exchange of Shifts

- (a) It is understood that on occasion, personal circumstances may require an Employee to request a shift exchange to accommodate that exceptional circumstance. A shift may be exchanged between Employees if prior approval is provided by the Manager or designate.
- (b) A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer.

14.06 Staff Meetings

An Employee who is required by their manager to attend staff meetings as a result of their case management responsibilities will receive a minimum of two (2) hours banked in lieu hours for attendance at weekly scheduled program team meetings outside of their scheduled work hours.

14.07 Right to Schedule

It is the sole responsibility of the Employer to schedule the hours of work of Employees as long as it does not contravene the expressed requirements of this Agreement.

14.08 Assigning Vacant Shifts

- (a) Vacant shift means one that becomes vacant due to the absence of a Permanent or Term Employee.

- (b) Permanent Employees shall be eligible to be assigned to vacant shifts in accordance with Memorandum of Understanding #2.

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.

14.10 Permanent Full Time Live Ins

The Live-In primary responsibilities are to foster a sense of connection and community within the home, help the youth (residents) develop life skills, and provide mentorship for healthy living. For clarity, the Live-In does not have primary case-management responsibilities. The Union and Employer agree that the unique nature of the Live-In position requires flexibility so that the Live-In provides the necessary support for the residents. Therefore, this Article shall not be applied or interpreted in a manner that diminishes this flexibility.

- (a) The Live-In will be given six (6) days off per month chosen by the Live-In who will notify the Employer as soon as possible with a minimum of two (2) weeks in advance of the time off.
- (b) On a monthly basis, the Employer and Live-In will mutually agree upon, in writing, the available hours. The mutually agreed upon available hours will be based upon the awake hours required to provide the necessary support for the residents and satisfy program components, but also provide the Live-In with a reasonable amount of personal time to devote to non-Live-In related activities (e.g. non-Live-In related employment, education, and/or extracurricular activities). During the available hours the Live-In will be available and prepared to engage with resident(s) while doing general living activity (e.g. cooking meals, cleaning, laundry, watching tv, social time, etc.) or scheduled program activities (e.g. planned outings, special events, educational sessions).
- (c) In the event that a Live-In has concerns regarding infringement by a resident(s) on their personal time or are being required to perform primary case-management responsibilities, they shall raise their concern with the Employer in a timely manner. The Employer will endeavor to resolve the issue in a timely manner.
- (d) The Live-In will have the option of being assigned a Phoenix provided cell phone, or be provided with \$50 reimbursement added to their monthly stipend if they use their personal cell phone for work purposes.

ARTICLE 15 – OVERTIME

15.01 Application

Overtime for Employees shall apply to all hours in excess of ninety-two (92) hours worked in a two (2) week period.

15.02 Authorization of Overtime

All overtime must receive prior authorization from a member of the management team.

15.03 Overtime Compensation

Compensation for overtime shall be at time and one-half and shall 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, subject to Article 16.04.

15.04 Computing Overtime

In computing overtime, fifteen (15) minute increments are used, rounded to the nearest quarter hour.

ARTICLE 16 – IN LIEU TIME

16.01 Application

A Full-Time Employee who over a two (2) week period works in excess of their scheduled hours but less than the ninety-three (93) hour overtime threshold referred to in Article 15.01 shall be entitled to in lieu time.

16.02 In Lieu Time Compensation

In-lieu time shall be compensated at straight time (i.e. 1 hour in lieu for each 1 hour worked) and shall be granted in the form of paid time off in lieu at a time mutually agreed by the Employer and Employee, subject to Article 16.04.

16.03 Computing In Lieu Time

In computing in lieu time, fifteen (15) minute increments are used, rounded to the nearest quarter hour.

16.04 Maximum Carry Over

Employees are only being permitted to carry over a total maximum of twenty-four (24) hours of in lieu time (whether it is earned pursuant to Article 15 or Article 16) from one fiscal year (i.e. April 1 to March 31) to another. Where an Employee has made reasonable attempts to schedule paid time off in lieu and such requests have been denied, the Employee may carry over such time off in lieu to the next fiscal year.

16.05 Clarity

For clarity, Articles 15 and 16 do not apply to Employees while working as a Casual Employee.

ARTICLE 17 – ON CALL

17.01

- (a) Non-Bargaining Unit employees shall be permitted to work “on call” without violating the Collective Agreement.
- (b) Employees who are required to be “on call” shall be provided with the Employer’s dedicated “on call” cell phone.
- (c) Employees are usually scheduled to work “on call” for seven (7) consecutive day periods and are paid \$250 for this seven (7) consecutive day period.
- (d) If while “on call” an Employee is required to travel to the Employer’s premises, the Employee will be provided with time in lieu for all hours worked, but will receive no less than a minimum of two (2) hours of time in lieu.

ARTICLE 18 – TRANSPORTATION

18.01 Reimbursement

The Employer will reimburse Employees for work related travel (such as taxi, bus or privately owned vehicle) if prior authorization has been received. The rate of reimbursement for travel by the Employee using a privately owned vehicle will be reimbursed at the rate set by the Employer. The Employer will reimburse Employees for other reasonable travel expenses if prior authorization has been granted.

ARTICLE 19 – RATES OF PAY

19.01

- (a) Statement of earnings and deductions (pay stubs) will be made available for on-line access.
- (b) Effective April 1, 2023 the Employer shall pay wages bi-weekly (or pursuant to current practice) in accordance with Appendix “A” attached hereto and forming part of this Agreement.

- (c) At its sole discretion, the Employer may hire new Employees at a higher base salary, hourly wage, or stipend based upon previous experience and skills.

ARTICLE 20 – VACATIONS

20.01 Vacation Year

The vacation year shall be the fiscal year of April 1st to March 31st of each year.

20.02 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 – three (3) weeks' vacation
 - (ii) after the first year of service– four (4) weeks' vacation
 - (iii) after ten (10) years of service – five (5) weeks' vacation
 - (iv) after fifteen (15) years of service – six (6) weeks' vacation
- (b)
 - (i) With Director's approval, a Permanent Full Time Employee may carry over any portion of one year's vacation to a maximum of forty (40) hours of banked vacation credits to the next fiscal year as long as they take such vacation by June 1.
 - (ii) Amounts in excess of forty (40) hours may be carried to the next fiscal year if the Full-Time Employee has made reasonable attempts in writing to schedule vacation and such requests have been denied, as long as they take such vacation by June 1.

20.03 Notice of Vacation and Application of Seniority

- (a) Vacation shall not be taken except with the prior approval of the Employer.
- (b)
 - (i) Employees who submit their vacation preference in writing prior to February 15th shall receive a written response by March 15th of the same year.
 - (ii) The granting of vacation shall be granted on a program-by-program basis and pursuant to Employee bargaining unit wide seniority. Employees may exercise their seniority rights under Article 31 only once and for a maximum period of two (2) consecutive weeks if there is a conflict in vacation requests. Once Employees have exercised their first preference right the Employer shall return to the top of the seniority list in granting vacation.

- (c) Employees requesting vacation after February 15th shall, where operational requirements permit, be granted their vacation on a first-come first-serve basis by providing a minimum of two (2) weeks' notice, verbally and in writing, to their supervisor or management designate. The supervisor or designate shall respond in writing within five (5) working days. Requests made before February 15 shall be given priority.
- (d) Notwithstanding the foregoing, in extenuating circumstances and where operational requirements permit, the supervisor may accept shorter notice periods.

20.04 Vacation Leave upon Separation

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

20.05 Vacation Information

An Employee is entitled to be informed, upon request, of the balance of their vacation.

20.06 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.

20.07 Illness During Vacation

If an Employee becomes ill during a period of vacation and such illness is supported by a medical certificate from a legally qualified medical practitioner, the Employee will be granted sick leave and their vacation credits restored to the extent of the sick leave.

20.08 Vacation Entitlement – Permanent Part Time Employees

- (a) Part Time Employees with: less than one (1) years' service shall receive four percent (4%) of wages as vacation pay; with one (1) years' service to seven (7) years' service shall receive six percent (6%) of wages as vacation pay; and with more than seven (7) years' service shall receive eight percent (8%) as vacation pay.
- (b) No Part Time Employee in the employ of the Employer on the date of certification shall suffer a reduction in vacation entitlement resulting from Article 20.08(a).

ARTICLE 21– PAID HOLIDAYS

Articles 21.01 through 21.05 apply to Full Time Employees (and Weekend Overnight Worker who work 92.5% of a Full-Time Employees hours) only and “Employee” in these articles shall mean “Full Time Employee” only.

21.01 Paid Holidays

(a) The paid holidays designated for Employees shall be:

- (i) New Year’s Day
- (ii) Heritage Day
- (iii) Good Friday
- (iv) Easter Monday
- (v) July 1st (Canada Day)
- (vi) Natal Day
- (vii) Labour Day
- (viii) National Day for Truth and Reconciliation
- (ix) Remembrance Day
- (x) Christmas Eve Day- ½ Day
- (xi) Christmas Day
- (xii) Boxing Day
- (xiii) Thanksgiving Day
- (xiv) Victoria Day

21.02 Holiday Pay

When a holiday listed in Article 21.01 falls on a scheduled day off, the Employee shall receive eight (8) banked in lieu hours (or four (4) for Christmas Eve) for the holiday which can be taken at a time mutually agreed between the Employer and Employee unless a specific program schedule includes a paid day closure in recognition of the holiday, in which case the Employee will have the paid day closure off work instead of receiving the banked in lieu hours.

21.03 Work on a Paid Holiday

- (a) When an employee is scheduled to work and works on a holiday listed in Article 21.01 the Employee shall be paid the Employee's regular rate of pay for hours worked and shall receive eight (8) banked in lieu hours (or four (4) for Christmas Eve).
- (b) An Employee who is scheduled to work and works on Christmas Day, Heritage Day, Good Friday, Canada Day, Labour Day, or Remembrance Day shall, in addition to the pay and banked in lieu hours provided pursuant to Article 21.03(a), receive in lieu hours banked time for half of the hours worked that day.

21.04 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.

21.05 Holiday During Paid Vacation

When the calendar date of a designated holiday falls within a period of paid vacation, the holiday shall not count as a vacation day.

21.06 Permanent Part Time Employees

- (a) Permanent Part Time Employees shall receive two percent (2%) of regular pay in lieu of statutory holidays designated in the Code and will be paid to the Employee on each pay date.
- (b) A Permanent Part Time Employee who is scheduled to work and works on Christmas Day 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.

ARTICLE 22 – LEAVES OF ABSENCE

Employees shall receive all leaves provided for by the Code: Court Leave, Compassionate Care Leave, Reservist Leave, Leave for Citizenship Ceremony, Critically Ill Child Care Leave, Critically Ill Adult Care Leave, Crime-related Child Death or Disappearance Leave, Leave for Victims of Domestic Violence.

22.01 Special Leave

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

22.02 Bereavement Leave

- (a) In the event of a death of a family member, the employee will be granted up to five (5) consecutive days paid bereavement leave to mourn the loss of spouse, parent, guardian, child, ward, grandparent, grandchild, sibling, parent-in-law, child-in-law, sibling-in-law, nibling, pibling, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) If the death occurs in the Employee's immediate family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of the Employee's scheduled shift.
- (c) Subject to paragraph (e) every employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a colleague or client.
- (d) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (e) The Executive Director or designate, may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Executive Director or designate for the death of persons other than the aforementioned persons in paragraph (a) and (c).
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave, and be credited the appropriate number of days to their vacation or sick leave credits.
- (g) In the event that the funeral or interment of a relative listed in Article 20.02 (a) occurs later than the period of bereavement leave, the Employee may defer a portion of bereavement leave to attend.

22.03 Pregnancy Leave

A pregnant Employee shall be granted pregnancy leave in accordance with the Code. At the time of the signing of this Collective Agreement, s.59 of the Code says:

59 (1) A pregnant employee, who has been employed by her employer for at least one year, or such shorter period as may be prescribed by the regulations, is entitled to an unpaid leave of absence of up to sixteen weeks upon

(a) giving the employer notice of the date that they will begin the leave and the date they will return to work, as required by Section 59D; and

(b) providing to the employer, where the employer so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.

(2) Pregnancy leave pursuant to this Section begins on such date, not sooner than sixteen weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.

(b) For clarity, an Employee who becomes ill during their pregnancy prior to the commencement of their pregnancy leave may utilize any available sick leave credits for such illness in accordance with Article 23.

22.04 Parental Leave

An Employee shall be granted parental leave in accordance with the Code. At the time of the signing of this Collective Agreement, s.59B of the Code says:

59B (1) An employee, who has been employed by an employer for at least one year, or such shorter period as may be prescribed by the regulations, and who becomes, before or after this Section comes into force, a parent of one or more children through

(a) the birth of the child or children; or

(b) the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province,

is entitled to an unpaid leave of absence of, subject to subsection (4), up to seventy-seven weeks upon giving the employer notice of the date that the employee will begin the leave and the date that the employee will return to work, as required by Section 59D.

(2) Where an employee takes pregnancy leave pursuant to Section 59 and the employee's new-born child or children arrive in the employee's home during the pregnancy leave, parental leave pursuant to this Section

(a) begins immediately upon completion of the pregnancy leave and without the employee returning to work; and

(b) ends not later than sixty-one weeks after the parental leave began pursuant to this Section, as determined by the employee.

(3) Where subsection (2) does not apply, parental leave pursuant to this Section (a) begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home; and

(b) ends not later than eighteen months after the child or children first arrive in the employee's home, as determined by the employee.

(4) The maximum combined pregnancy leave and parental leave to which an employee is entitled is seventy-seven weeks.

22.05 Interruption of leave by Hospitalization of Child

Employees who have begun parental leave pursuant to the Code shall be entitled to the protection provided for in Section 59C of the Code. At the time of the signing of this Collective Agreement, s.59C of the Code says:

(1) Notwithstanding Section 59B, where an employee has begun parental leave pursuant to that Section and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work in accordance with Section 59G and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the employer notice in accordance with Section 59D. (2) An employee is entitled pursuant to subsection (1) to only one interruption and deferral of each parental leave.

22.06 Resumption of Work

(a) When an employee returns to work upon the expiry of a leave of absence taken pursuant to the Code, the Employee will have the rights provided for in the Code. At the time of the signing of this Collective Agreement, section 58B says:

(b) *(1) When an employee returns to work upon the expiry of a leave of absence taken pursuant to Section 59, 59A, 59B, 60A, 60B, 60E, 60G, 60H, 60I, 60J, 60L, 60O, 60SB, 60SE, 60U, 60V, 60X or 60Z or returns to work pursuant to Section 59C, the employer shall permit the employee to resume work*

(a) 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

(b) with no loss of seniority or benefits accrued to the commencement of the leave.

(2) Where the employer's operations are or will be suspended or discontinued when the employee returns to work upon the expiry of a leave of absence taken pursuant to Section 59, 59A, 59B, 60A, 60B, 60E, 60G, 60H, 60I, 60J, 60L, 60O, 60SB, 60SE, 60U, 60V, 60X or 60Z or returns to work pursuant to Section 59C, subsection (1) does not apply, and the employer shall comply with Section 72 and, when the operation resumes, subsection (1) applies subject to the employer's seniority system, if any.

(3) For greater certainty, nothing in this Section limits any protection provided to an employee by a collective agreement or other contract of employment or by the Human Rights Act.

- (c) While on pregnancy or parental 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.

22.07 Notice for Leaves

With respect to each leave Employees shall provide the notice required by the Code.

22.08 Paid Leave for Birth of Child

On the occasion of the birth of the Employee's partner's child an Employee shall be granted one (1) day special leave with pay during the birth giver's confinement to hospital. This leave may be divided into two (2) equal periods and granted on separate days.

22.09 Educational Leave

- (a) If approved by the Executive Director, 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 twelve (12) months.
- (b) 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.

22.10 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, partner, 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.

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.

22.11 Child Care Leave

Employees may, upon request, be granted leave without pay in one (1) 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.

22.12 No Benefits During Unpaid Leave

An Employee on a leave of absence without pay shall not be entitled to any benefits under the Collective Agreement unless expressly provided in this Collective Agreement

22.13 Paid Emergency Day

Notwithstanding that the Emergency Leave provisions of the Code, at the time of signing this Collective Agreement, provide for unpaid days of leave, Employees will receive one (1) day of paid Emergency Leave. At the time of signing this Collective Agreement, the Code's definition of Emergency is:

- (i) *an emergency declared under the Emergency Management Act that prevents the employee from performing the employee's work duties,*
- (ii) *a direction or order of a medical officer under the Health Protection Act that prevents the employee from performing the employee's work duties,*
- (iii) *a public health emergency declared by the Minister under Section 53 of the Health Protection Act that prevents the employee from performing the employee's work duties,*
- (iv) *an emergency declared under Part 1, Part 2 or Part 3 of the Emergencies Act (Canada) that prevents the employee from performing the employee's work duties, or*
- (v) *such other circumstances as are prescribed in the regulations.*

ARTICLE 23 – SICK LEAVE

23.01 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, a required mental health wellness day, attendance at a medical or dental appointment that cannot be scheduled outside of the Employee's working hours, provided that the Employee is not otherwise receiving pay for that day, that the Employee has sufficient sick leave credits.

23.02 Amount of Sick Leave

- (a) A Full Time Employee shall earn ten (10) hours sick leave for each full month of paid employment.
- (b) A Part Time Employee shall earn prorated sick leave based on the Part Time Employees contracted hours.
- (c) A Permanent Employee on the seniority list on the date of signing of the first Collective Agreement shall retain their current sick leave banks and carry forward said banks to be used in accordance with Article 23.

23.03 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 two (2) hours before the start of a day shift, at least two (2) hours before the start of an evening shift and at least four (4) hours before the start of a night shift.
- (b) The Employer shall be responsible for coverage at work in any case of absence of an Employee due to a sickness.

23.04 Sick Leave Records

A record of all unused sick leave credits shall be kept by the Employer. Upon reasonable notice to the Employer, an Employee shall be advised of the current balance of their sick leave credits.

23.05 Unpaid Sick Leave

An Employee who is off sick beyond their entitlement for paid 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 24 – LAYOFF AND RECALL

24.01 Layoff

No Employee shall be laid off during the term of the Collective Agreement unless the layoff is due to lack of work or a discontinuance of a function. Notwithstanding the below layoff processes, under no circumstances will an Employee be placed in a position that they are not qualified for.

24.02 Seniority is Determining Factor if Employees Relatively Equal

In the event of layoffs, the Employer will consider the affected Employees' ability, demonstrated performance as reflected in their performance related documentation, qualifications, and Lived Experience, and only where, in the reasonable judgement of the Employer, the affected Employees are equal with respect to this criteria will seniority be the determining factor.

24.03 Union Consultation

At the same time that the Employee is notified of the layoff pursuant to Article 24.07, the Employer will provide the Union with such notice and, if the Union wishes to do so it will within five (5) working days of the layoff notice advise the Employer in writing that it would like to meet and discuss with the Employer whether there are reasonable alternatives to the layoff. Such consultative meeting shall take place as soon as reasonably possible, and in no circumstances later than twenty (20) working days after the Union has made the written request to engage in the consultative process.

24.04 Recall Process

- (a) In the event that only one Employee is on layoff, and a position becomes available, the Employer will appoint that laid off Employee into the vacant position if, based upon the Employer's reasonable judgment the Employee is qualified for the position on the basis of the following criteria: ability, demonstrated performance as reflected in their performance related documentation, qualifications, and Lived Experience.
- (b) In the event that there are more Employees on layoff than positions that become available, the Employer will consider the laid off Employees' ability, demonstrated performance as reflected in their performance related documentation, qualifications, and Lived Experience, and only where, in the reasonable judgement of the Employer, the affected Employees are equal with respect to this criteria will seniority be the determining factor as to who is placed in the vacant position(s).
- (c) If in the reasonable judgement of the Employer, under the above (a) or (b) scenario, no Employee on layoff is qualified pursuant to the above criteria, the Employer is not required to replace an Employee on lay off in the vacant position.

24.05 Response to Recall

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. If the Employee fails to return at that time, their name will be struck from the Seniority list and their employment will be deemed to be terminated.

24.06 Notification of Contact Information

An Employee on layoff shall be responsible for providing the Employer with their most recent address, email, and telephone number.

24.07 Notice of Layoff

The Employer shall notify Employees who are to be laid off forty (40) working days prior to the effective date of layoff. If the Employee has not had an opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 25 – GRIEVANCE AND ARBITRATION

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 Grievance Procedure

STEP ONE - COMPLAINT:

The Employee and/or Steward representing the Employee will first discuss the complaint with the Employee's immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give a response to the complaint within ten (10) working days of the complaint.

STEP TWO - GRIEVANCE:

Failing satisfactory settlement of the complaint the grievance shall be submitted in writing in detail outlining the specific complaint and the specific remedy requested, 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:

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 Union receiving the written decision of the Executive Director or designate at Step 2.

25.03 Right to Union Representative

Where the Employee presents their grievance in person at step 2, or at any grievance meeting following step 1 the Employee may be accompanied by a Union Representative.

25.04 Extension of Time Limits

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

25.05 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.

25.06 Employer to Inform Union

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

25.07 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

25.08 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, Skills, and Immigration. 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.

25.09 Appointment of Single Arbitrator

If the grievance is not resolved, the grievance will be referred to a single arbitrator and if the parties:

- (a) are able to agree upon the arbitrator, then such arbitrator shall be properly appointed.
- (b) are unable to agree upon the arbitrator, then the Minister of Labour, Skills and Immigration shall appoint.

25.10 Arbitration Fees and Expenses

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*.

ARTICLE 26– GROUP BENEFIT PLANS

26.01 Group Benefit Plans

Full-Time Employees (and Weekend Overnight Worker who work 92.5% of a Full-Time Employees hours) shall be eligible for enrollment into Group Benefits once they have completed three (3) months of service.

- (a) Full-Time Employees (and Weekend Overnight Worker who work 92.5% of a Full-Time Employees hours) shall participate in and pay the premiums associated with life insurance (“Life”), accidental death, and dismemberment insurance (“AD&D”), “STD” and “LTD”.
- (b) Unless they have coverage through a spouse or common-law partner, Full-Time Employees shall participate in and pay the premiums associated with health and dental insurance benefits.
- (c) The terms and conditions, including the premiums, of the life insurance, AD&D, STD, LTD, health and dental insurance benefits (collectively referred to as “Group Benefits”) may be changed from time to time at the Employer’s discretion.

26.02 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 two (2) members appointed by the Union, and no more than two (2) representatives to be determined by the Employer. Employees shall be paid straight time for attending.

26.03 Cost Sharing

- (a) Subject to (b) and (c) below, the Employer and Full-Time Employees shall cost share on a fifty percent/fifty percent (50%/50%) basis the total cost of premiums for Group Benefits.
- (b) The premiums for Life, AD&D, STD, and LTD, shall be paid fully and directly by the Full-Time Employees through bi-weekly deductions from their pay.
- (c) The Employer will make a contribution to the Group Registered Retirement Savings Plan (“Group RRSP”) of a Full-Time Employee who does not participate in and pay the premiums associated with health and dental

insurance benefits in the amount equal to fifty percent (50%) of the premiums for Life, AD&D, STD, and LTD that were paid by the Full-Time Employee.

26.04 Participation While on Unpaid Leave

A Full-Time Employee who is on an approved unpaid leave of absence that is for a duration of twelve (12) months or less shall be entitled to continue to participate in the Group Benefits plan provided:

- (a) the plan provider approves the continued participation; for clarity, the plan provider may not approve continued participation with respect to all of the Group Benefits;
- (b) the Full-Time Employee reimburses the Employer for the Employer and Full-Time Employee portion of the premiums;
- (c) a Full-Time Employee who fails to meet any of the foregoing conditions will have their participation in the Group Benefits plan discontinued.

ARTICLE 27 – GROUP RRSP

27.01 Contributions

Upon appointment to a permanent Full-Time position (or Weekend Overnight Worker 92.5% of a Full-Time Employees hours), the Employer shall contribute at the rate of three percent (3%) of regular earnings to the Full-Time Employees' Group RRSP.

27.02 RRSP Deposit

RRSP contributions will be electronically deposited with the plan provider not later than twenty (20) calendar days following the month for which the deductions were made.

ARTICLE 28 – DAMAGE TO EMPLOYEE PROPERTY

28.01 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 their duties, the Employer shall arrange to reimburse the Employee for reasonable expenses up to a maximum of two hundred (\$200.00) per incident. Personal property is watches, glasses, clothing, and the Employee's vehicle. The Employee must submit an incident report and receipt to support the claim for reimbursement.

ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE

29.01 Labour Management Committee

The Union and the Employer agree to maintain a Labour Management Committee. The Committee shall comprise two (2) 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, and scheduling. It is agreed that a standing agenda item for the meeting shall include discussion of individual program 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.

29.02 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 30 – OCCUPATIONAL HEALTH AND SAFETY

30.01 The Employees, Union, and Employer agree that they are bound by the provisions of the Occupational Health and Safety Act and Regulations, as amended ("OHSA").

30.02 Occupational Health and Safety Committee

- (a) One (1) member from each of Phoenix Youth Shelter (PYS), Phoenix Centre for Youth (PCFY), Phoenix House (PH) and Phoenix Homes for Independence (PHI) will be elected as representatives on the existing Occupational Health and Safety Committee.
- (b) Meetings of the Occupational Health and Safety 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.

- (c) It is the function of the Occupational Health and Safety Committee to involve the Employer and Employees together in occupational health and safety in the workplace.

30.03 The Employer agrees that, in accordance with OHSA, it will take all reasonable safety measures, including, in consultation with the Occupational Health and Safety Committee, the issuance, and amendment from time to time, of safety protocols.

ARTICLE 31 – SENIORITY

31.01 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 (2) 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 Union binder 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 the Union.

31.02 Filling Management Positions

- (a) An Employee who fills a management position that is outside the Bargaining Unit shall retain Seniority for a period of eighteen (18) continuous months but shall not accumulate seniority while in the management position. If after eighteen (18) months the Employee does not return to the bargaining unit, all seniority shall be lost. The eighteen (18) month period may be extended by mutual agreement of the parties.
- (b) While in the position outside the Bargaining Unit, 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 position outside the bargaining unit. However, the Union reserves the right to represent the Employee where, upon completion of a temporary appointment to the excluded position, the Employee's return to the bargaining unit is jeopardized.

- (c) An Employee who fills a position outside the Bargaining Unit pursuant to (a) and (b) above shall be eligible to apply for a Bargaining Unit position during the period that the Employee retains seniority.

31.03 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.
- (e) Discharge and the Employee is not reinstated.

ARTICLE 32 – EDUCATION AND TRAINING

Employees will be reimbursed for the time and registration costs associated with mandatory training.

ARTICLE 33 – FUTURE LEGISLATION

33.01 Future Legislation

If any law is passed by the Legislature applying to the employees covered by this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions of the Collective Agreement shall remain in effect for the term of the Collective Agreement.

ARTICLE 34 – TERM OF AGREEMENT

34.01 Duration and Renewal of Agreement

The term of this Agreement shall be February 3, 2022 to March 31, 2025

34.02 No Retroactivity Except for Wages and Premiums

There will be no retroactive effect given to any Article or matter arising between the parties prior to the date of signing, except for the base salaries and wages that will be retroactive to April 1, 2023.

32.03 Notice to Renegotiate

This Agreement shall be automatically renewed for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

APPENDIX "A"

WAGES

Classification	Starting Salary/Wage	April 1, 2023 2.5%	April 1, 2024 2.5%
Senior Key Worker	\$49,000	\$50,225	\$51,481
Key Worker	\$46,000	\$47,150	\$48,329
Intensive Case Manager	\$49,000	\$50,225	\$51,481
Case Manager	\$45,000	\$46,125	\$47,278
Team Lead	\$49,000	\$50,225	\$51,481
Housing Support	\$46,000	\$47,150	\$48,329
Trusteeship	\$46,000	\$47,150	\$48,329
Weekend Overnight 100%	\$47,320	\$48,503	\$49,716
Weekend Overnight Worker 92.5%	\$43,771	\$44,865	\$45,987
Weekend Day and Overnight 50%	\$22.75	\$23.32	\$23.90
Weekday Overnight 100%	\$47,320	\$48,503	\$49,716
Youth Worker	\$45,000	\$46,125	\$47,278

Live In - Oxford	\$1,400	\$1,435	\$1,471
Live In - Henry/Willow	\$1,260	\$1,292	\$1,324

Employees whose salary or wage is greater than the salary or wage set out in Schedule "A" at the time of signing of this Agreement will maintain their existing salary or wage and receive annual wage increases.

Employees who take a position at a lower salary or wage will have their salary or wage adjusted to the differential between job classifications.

The starting salary/wage remains the same throughout the term of the Collective Agreement.

APPENDIX "B"

TERM EMPLOYEES

Notwithstanding the term "Employee" as used in the Agreement, Full Time and Part Time Term Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

- Article 1 – Definitions – In its entirety
- Article 2 – Recognition - In its entirety
- Article 3 – Management Rights - In its entirety
- Article 4 – Discrimination and Legislation Binder - In its entirety
- Article 5 – Strikes and Lockouts - In its entirety
- Article 7 – Union Dues - In its entirety
- Article 8 – Membership Communication - In its entirety
- Article 9 – Information - In its entirety
- Article 10 – Probationary Period- In its entirety
- Article 11 – Discipline and Discharge- In its entirety
- Article 12 – Employee Performance Review and Employee Files- In its entirety
- Article 13 – Job Posting- In its entirety
- Article 14 – Hours of Work - In its entirety
- Article 15 – Overtime - In its entirety
- Article 16 – In Lieu Time - In its entirety
- Article 17 - On Call- In its entirety
- Article 18 - Transportation- In its entirety
- Article 19 – Rates of Pay - In its entirety
- Article 20 – Vacation

- (a) All Full-Time Employees (and Weekend Overnight Worker 92.5%) hired for a term of at least six (6) months will be eligible for vacation as defined within - Articles 21.01, .02, .03, .04, .05, .06, .07 only
- (b) All Part Time Employees hired for a term of at least six (6) months will be eligible for vacation as defined within- Articles 20.08(a) and (b).

Article 21 - Paid Holidays- In its entirety

Article 22 - Leaves of Absence- 22.02, .08, .10, .13 only

Article 23 - Sick Leave- In its entirety

Article 25 - Grievance and Arbitration - In its entirety

Article 26 - Group Benefit Plans

- (a) All Full-Time Employees (and Weekend Overnight Worker 92.5%) hired for a term over six (6) months shall participate in and pay the premiums associated with life insurance (“Life”), accidental death, and dismemberment insurance (“AD&D”).
- (b) Unless they have coverage through a spouse or common-law partner, Full-Time Employees shall participate in and pay the premiums associated with health and dental insurance benefits.
- (c) The terms and conditions, including the premiums, of the life insurance, AD&D, health and dental insurance benefits (collectively referred to as “Group Benefits”) may be changed from time to time at the Employer’s discretion.

Article 27 – Group RRSP

When an Employee is hired into Full-Time Term position that is three (3) months or more, the Employer shall contribute at the rate of three percent (3%) of regular earnings to the Full-Time Employees’ Group RRSP.

Article 28 – Damage to Employee Property - In its entirety

Article 29 – Labor Management Committee - In its entirety

Article 30 – Occupational Health and Safety - In its entirety

Article 31 – Seniority- In its entirety

Article 34 – Duration and Retroactivity - In its entirety

Appendix “A” Wages - The Term Employee shall be paid at the rate set out in Appendix A for the duration of the temporary position

Appendix “B” - Term Employees - In its entirety

MOU #2 - Phoenix House Schedule Procedure- In its entirety

Direct Hire into Permanent Position

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

Notice of Termination of Term Appointment

- (a) 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, 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.

- (b) Notwithstanding (a) above, the ten (10) day notice will not be required where the returning Employee fails to provide the Employer with adequate notice or where funding for the position has terminated without notice, and where the Term Employee cannot be transferred to another location.

APPENDIX "C"

SENIORITY LIST

- 1) Notwithstanding the definition of Seniority pursuant to Article 1.01(j) of the collective agreement, the parties agree to the Seniority List exchanged on [insert date].

- 2) The Seniority date for appointments to a permanent position after [insert date of Seniority List exchanged] shall be in accordance with Article 1.01(j) and Article 31 of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING #1
EDUCATION PREMIUM GUIDELINE

In addition to an Employee’s salary/wage, Phoenix offers education premiums to front-line employees and service delivery Manager who have pursued educational programs that link directly to Phoenix’s service delivery framework. The education premium will apply only when the level of education surpasses the education requirements of the position as found in the position description. For example, a Clinical Therapist would not receive an education premium for having achieved a Masters in Social Work because that degree is a requirement of the position.

Guideline

Youth care diploma*	\$500
BSW*	\$1,000
MSW*	\$1,500
*Or equivalent education or experience as determined by the program’s Manager and Director.	

Application

Diploma (not youth care)	Base salary
Diploma (youth care)	Base salary
BA alone	Base salary
BA + Diploma in youth care	Base salary + \$500
BA + BSW	Base salary + \$1,000
BA + MSW	Base salary + \$1,500
BSW alone	Base salary + \$1,000
BSW + Diploma in youth care	Base salary + \$1,000
BSW + MSW	Base salary + \$1,500

Procedure for acquiring an education premium

- 1) The Employee provides a written request to their program's Manager outlining the additional qualifications, with proof of graduation and the rationale for further compensation. The Manager communicates the request to the program's Director.

- 2) The Director gives Human Resources a copy of the written request and proof of education for the employee's personnel file.

3) If the Program Director approves the education premium:

- (i) Human Resources enters into payroll system and notifies the Finance Director with the date of effect and the amount;

- (ii) Human Resources provides the employee written notification of when the education premium will take effect.

If the Program Director doesn't approve the education premium the Program Director:

- (i) Responds to the employee in writing outlining the reasons;

- (ii) Provides Human Resources with a copy of the response.

MEMORANDUM OF UNDERSTANDING #2

Phoenix House Schedule Procedure

- 1) Whereas the Phoenix House program (located at 2385 Hunter Street, Halifax) is the only program with permanent Part Time Employees (also referred to as “Employees” in this MOU), the program manager will establish a Phoenix House Staff list of Part-Time Employees (in descending order of Seniority) who have indicated their availability for work. Once this list has been established, the manager, or designate, will use the list in rotating order to offer vacant Phoenix House shifts. For clarity, this MOU does not apply to the Employer’s utilization of Casual Employees at the Employer’s other locations.
- 2) The manager, or designate, will make a reasonable attempt to distribute vacant shifts as equitably as possible among Part-Time Employees who have indicated their availability to work provided the Employee has the appropriate skills, abilities and training required.
- 3) Once the available shifts are distributed any remaining vacant shifts may be offered to Casual Employees.
- 4) Vacant shifts posted five (5) working days after the first of each month shall be filled in accordance with the following process:
 - (i) The Employer shall post a one (1) month schedule and a corresponding sign-up sheet which indicates all vacant shifts to be filled for the subsequent month.
 - (ii) The schedule and sign-up sheet will remain posted for at least five (5) working days (“Posting Period”).
 - (iii) Part-Time Employees will have the option of indicating their shift preference on the sign-up sheet.
 - (iv) Part-Time Employees are solely responsible for indicating on the posted sign-up sheet any vacant shifts they are available to work, except in circumstances where an Employee is on vacation during

the Posting Period. In such circumstances Employees may provide their manager with their availability in advance of the Posting Period.

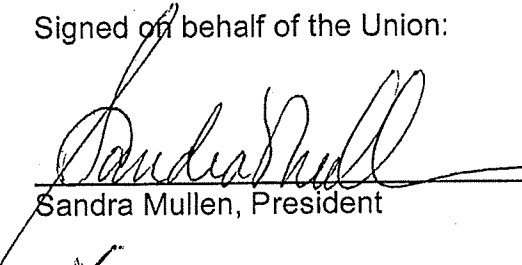
- (v) Managers shall initially fill vacant shifts from the first preference indicated by a Part-Time Employee on the sign-up sheet in accordance with seniority before proceeding through the remainder of the Part-Time Employee list. Upon return to the top of the Seniority list shifts shall be assigned by availability as indicated by the Employees.
 - (vi) A Part-Time Employee who has been assigned a shift during the Posting Period shall be expected to report for work as they would for a regularly scheduled shift.
- 5) Shifts that become vacant after the regular schedule being posted (as in 3 above) shall be offered in accordance with the following:
- (i) Vacant shifts shall be offered to Part-Time Employees by seniority.
 - (ii) If a manager or designated staff is unable to reach one person on the list, they will move immediately on to the Part-Time Employee until the shift is filled. The manager or designate shall leave a message (where the opportunity to leave a message exists) but are not required to wait for a call back before taking necessary action to fill the shift in a timely manner.
- 6) Short Notice Vacancies:
- Notwithstanding the foregoing, for vacant shifts that must be filled within three (3) working days the Employer shall assign the shift in whatever manner it deems necessary.
- 7) General Guidelines:
- (i) Notwithstanding the foregoing procedures, shifts shall be assigned to an individual who, in the opinion of the Employer, has the necessary skills, ability and training required to meet the residents' needs. As well, there may be times when program needs require that more than three (3) consecutive shifts be assigned to one person at one time.

- (ii) A copy of the sign-up sheets shall be kept in the Phoenix House staff office, accessible to staff. The Employer shall maintain records of shifts worked by employees through bi-weekly schedules and time sheets.
- (iii) The Employer is not required to fill a shift if the shift assignment would place the Employee in an overtime position.
- (iv) Part Time Employees will not be permitted or required to work double shifts in the absence of exceptional circumstances.
- (v) For clarity, in the event that a Casual Employee is not available to work, and no Part-Time Employee indicates they are available to work, the Employer may require a Part-Time Employee to work pursuant to a rotation that distributes such work availability as equally as possible in the circumstances.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Timothy Crooks
Timothy Crooks, Executive Director


Sandra Mullen, President

Michael MacDonald
Michael MacDonald, Chair,
Phoenix Board of Directors


Lori Smith
NSGEU Chief Negotiator

Cheralyn Holland
Cheralyn Holland
Bargaining Committee Member

Heather Conroy
Heather Conroy
Bargaining Committee Member

Dated at Dartmouth, NS, this 14th day of July, 2023.

The parties acknowledge that the agreement was signed on in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.

Signature: Timothy Crooks
Timothy Crooks (Jul 13, 2023 12:07 ADT)
Email: tcrooks@phoenixyouth.ca

Signature: J. Michael MacDonald
J. Michael MacDonald (Jul 13, 2023 13:17 ADT)
Email: jmmacdonald@stewartmckelvey.com

Signature: Heather Conroy
Heather Conroy (Jul 21, 2023 12:42 ADT)
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Signature: Cheralyn Holland
Cheralyn Holland (Jul 24, 2023 10:53 ADT)
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