

COLLECTIVE AGREEMENT

BETWEEN

GATEWAY HOMES INCORPORATED

AND

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Expiry October 31, 2024

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PREAMBLE

The parties recognize that the mission of Gateway Homes Incorporated is to provide good, stable homes in the community for persons with developmental disabilities and to make supports available to them which will enable them to live full lives in the community. It is agreed that the parties recognize that the purpose of Gateway Homes Incorporated is to provide quality services to persons with developmental disabilities, mental illness, and behavioural challenges, which are integrative, individualized, social role valorizing, respectful of the dignity and rights of the homeowner, and consistent with the principles and philosophy of the organization.

The parties wish to maintain the existing harmonious relations and settle conditions of employment between the Employer, the Employees and the Union and improve the quality of service and to promote the well-being and the increased effectiveness of its Employees.

It is the intent of the parties that this Agreement reflect the terms and conditions of employment. The Employer retains all operational rights to direct the workforce as required unless otherwise modified by this Agreement. This Agreement supercedes all prior employment conditions and practices.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.01 For the purpose of this Agreement:

“Bargaining Unit” is made up of the Regular Full time, Regular Part time, Probationary Employees and Term Employees who are employed by the Employer and are members of NSGEU, local 58.

“Business Day” means Monday to Friday, excluding any holidays when the employer's business office is closed.

“Casual Employee” means a person who is not a member of the Bargaining Unit and is not covered by the Collective Agreement. Casual Employees are excluded from the Bargaining Unit and are not subject to the terms of the Agreement and may be scheduled at the discretion of the Employer as required.

“Casual Hours” or “Casual Shift” means the hours of work for the replacement of permanent employees for leaves including but not limited to sickness, vacation and other leaves as well as extra shifts beyond the regular complement hours.

“Classification” means the position a Bargaining Unit Employee holds as outlined in Appendix “A”.

“Day” means a period of eight (8) hours for the purposes of calculating accumulation of leave benefits. However, where Employees work a different shift other than an 8 hour shift, they will deplete the hours of benefits accumulated for benefits or time off equivalent to the hours arising from their absence from work.

“Employee” means a person who is included in the Bargaining Unit.

“Employer” means Gateway Homes Incorporated, a Nova Scotia limited company.

“Holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Agreement.

“Homeowner” means the persons who are provided with residential support by the Employer.

“Management” means those staff delegated by the Employer’s board to act on its behalf currently including Executive Director, Office Manager, Supervisors, **Human Resource Coordinator**, Administrative Assistant, **and Human Resource Trainer and Recruiter**.

“Night Awake Shift” means a shift scheduled between 9:00 p.m. and 9:00 a.m.

“Night Sleep Shift” means an eight (8) hour shift between 9:00 p.m. and 9:00 a.m. during which the Employee is scheduled to sleep on site and be on standby to attend to residents as required. Sleeping hours will be compensated at minimum wage and will be topped up to the regular hourly rate of pay as outlined in Article 15.03 when an employee is awake attending to a resident. Night sleeps equal four (4) active hours for the purpose of calculating seniority, part-time status and benefits.

“Regular Full-time Employee” means one employed to work the full-time hours on a regularly scheduled and recurring basis and who has completed the probationary period.

“Regular Part-time Employee” means one who is employed to work less than the full-time hours on a regularly scheduled and recurring basis and who has completed the probationary period. Night Sleeps are counted as four (4) regular part-time hours. A Regular Part-time Employee shall be entitled to the benefits of this Collective Agreement on a pro-rata basis in accordance with Article 1.02 unless otherwise specified.

“Probationary Employee” means an employee appointed to a permanent position but who has not completed the probationary period as set out in Article 10.

“Seniority” means the length of continuous service from the date of hire to a Bargaining Unit position as calculated in accordance with Article 31(Seniority).

“Service” means the total accumulated months of active employment with the Employer.

“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 a term position and is covered only by those provisions of the Collective Agreement outlined in Appendix B. The Term Employee is not considered to be filling a permanent position.

“Term Position” is one that will be vacant for a specified period of time exceeding three (3) months due to the absence of a Permanent Employee or for additional temporary staffing.

“Union” means the Nova Scotia Government and General Employees Union.

“Year,” unless otherwise stated, refers to the fiscal year which runs from April 1 to March 31 inclusive.

- 1.02 Benefits for Regular Part-time Employees covered by this Collective Agreement will be limited to those specifically provided to such Regular Part-time employees in this Agreement.
- 1.03 **“Gender Neutral” 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 constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.**

ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the NSGEU as the Bargaining Agent for those Regular Full-time, Regular Part-time Employees, Probationary Employees and Term Employees of Gateway Homes, excluding the Executive Director, office employees, supervisors, and those excluded by subsection (2), Section 1 of the *Trade Union Act*. Office employees are the Office Manager, **Human Resources Coordinator, Administrative Assistant, and Human Resource Trainer and Recruiter.**
- 2.02 No employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 All statutory and inherent management rights, prerogatives and functions are retained and vested exclusively in the Employer and any matter arising out of those rights, prerogatives and functions which have not been expressly modified or restricted in this Agreement shall not be the subject of collective bargaining. 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. Without limiting the generality of this, and subject to the provisions of the Collective Agreement, management rights include, but are not limited to, the right to:
- (a) Maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees, and to discipline or discharge Employees for just cause in accordance with the Agreement.
 - (b) Select, hire, transfer, assign to shifts, demote, classify, lay-off and recall Employees.
 - (c) Determine the work requirements, responsibilities and standards of work to be performed.
 - (d) Specify assignments for Employees, as may be required to meet the bona fide business and operational requirements of the Employer.
 - (e) Determine the size and composition of the workforce according to the needs of the Employer.
 - (f) Have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
 - (g) To set the bona fide standards of productivity, the product(s) to be produced, and the services to be rendered.
 - (h) To expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service.
- 3.02 The Employer reserves the right to delegate its authority in any manner it sees fit.
- 3.03 The Employer's failure to exercise any right, prerogative, or function or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 3.04 Nothing in this Agreement shall be deemed to restrict the Management in any way in the performance of all functions of Management, except those specifically abridged or modified by this Agreement.

ARTICLE 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. The parties agree bona fide occupational requirements and bona fide pension plans do not constitute grounds for discrimination. The ongoing participation of the Employee who is over the age of sixty-five (65) in benefits provided by third-parties may continue only with the permission of the third-parties and the Employee shall have no cause of grievance or cause of action against the Employer for the denial of any benefits provided by third-parties or for additional costs required to be paid by the Employee for benefits that are age or health related.
- 4.02 (a) Both parties to this contract agree that harassment is inappropriate, and shall support a workplace free from harassment based upon the characteristics set out in section 5 of the *Human Rights Act*.
- (b) The Employer shall maintain a harassment policy to adhere the objectives of the *Human Rights Act*.
- 4.03 Same Sex Family Status: Any applicable family oriented benefits shall be available to families with same sex spouses.
- 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 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. In the event of a strike the parties entered into a Memorandum of Agreement regarding the picketing.
- 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 servicing ERO and the Employer shall submit a list of Supervisors, the Executive Director and Chair of the Personnel Committee to the NSGEU. The Union will endeavour to have one (1) shop steward appointed and trained for each home.

- 6.02 On request of the Union with at least two (2) weeks' notice where possible and where operational requirements permit, leave of absence without pay may be granted to one (1) or more delegates for attendance to Union business. **Notice of such a request will be given to the Employer via email.** The Employer will continue the salary of the Employee who is granted leave without pay in accordance with this article and will bill the Union for the Employee's salary and benefits.
- 6.03 (a) Stewards may be entitled to leave their work during working hours in order to carry out their functions under this Agreement which are limited to the processing of complaints or grievances. Subject to operational requirements, permission to leave work during working hours for such purposes shall be first obtained from the supervisor or Executive Director. The steward will report to her supervisor prior to returning to duties.
- (b) In the event no Steward is working, and a steward is required to attend a formal grievance meeting with the Employer during non-working hours, they shall receive time off in lieu on an hour-for-hour basis at a time mutually agreed between the Employer and the Employee. The time must be taken within four (4) weeks of the formal grievance meeting and must be at a time when the supervisor determines that there will be no cost to the Employer in terms of requiring the use of replacement personnel.
- 6.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) Employees and will recognize and deal with the said Committee with respect to negotiations for a renewal of this Agreement. Time spent in negotiating with the Employer's representative shall be paid by the Employer and reimbursed by the Union.
- 6.05 Leave of Absence for the Full-time President

Where the Union has determined the requirement for a Full-time 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 her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of the President.
- (b) An Employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) she is to serve.

- (c) A leave of absence for a second (2nd) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All group insurance benefits of the employee shall continue in effect while the Employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary inclusive of the Employer share of benefits and mandatory deductions shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of her term of office, the employee shall be reinstated to the same or equivalent position she held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave and with no loss of seniority for the period of absence. The replacement employee will be provided one (1) month of notice, or such earlier notice as agreed by the Union, that her term will end on the return of the President to her position.
- (h) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be paid out to the employee at the time she commences the leave.
- (i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence. The Union shall also reimburse to the Employer the Employer's cost of re-certification for Standard First Aid.

ARTICLE 7: UNION CHECKOFF

- 7.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's 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 Union within three (3) weeks after deductions are made and shall be accompanied by the name of the Employee and note if the Employee is a Full-time Employee or a Permanent Part-time Employee and the amount of deduction made on her behalf.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer or arising from the administration of Article 7.

ARTICLE 8: BULLETIN BOARD SPACE

- 8.01 In the Homes and main office, the Union may have a binder set up for this purpose to be kept in the same location as the communication book. A notation limited to advising staff that material has been added to this binder may be noted in the daily staff communication book. No Union business will be conducted in Homes or in the presence of homeowners.

ARTICLE 9: INFORMATION

- 9.01 (a) The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally by the Employer and the Union.
- (b) The Union will also provide the Employer with an information package for new employees. The Employer agrees to provide each bargaining unit member with a copy of the Collective Agreement and the information package upon hire.
- 9.02 Upon hiring, each Employee shall be provided with a statement of her classification and employment status.
- 9.03 (a) A Union Steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at some time during the term of their orientation for the purpose of acquainting the new Employee with the benefits and duties of Union membership.
- (b) The Employer shall inform the Secretary of the Local on a monthly basis of the hiring of new Bargaining Unit Employees, of the said Employees' names, dates of hire, positions and locations of employment. The Union may provide the Employer with a form to be completed by new Employees for provision of address and phone number to the Union, to be forwarded by the Employer to the Union. The Employer will include the form in the Employee Orientation Package.

9.04 Employees shall be provided with current position descriptions outlining the duties and responsibilities of their positions. Job descriptions are subject to change at the Employer's discretion.

ARTICLE 10: PROBATIONARY PERIOD

- 10.01 (a) All newly hired employees to a Bargaining Unit position shall serve a probationary period of one thousand five hundred and sixty (1,560) hours of **active employment** or **nine (9) months**, whichever is less. **If such employees are unable to complete training on their core competencies within the nine (9) month probationary period, the probationary period will be extended until the core competencies are completed. The core competencies are Medication Awareness, Principles and Practices of Behavioral Supports, Health and Personal Care, Individual Program Planning, Fire and Life Safety, and Non-Violent Crisis Intervention (MANDT). If an Employee does not complete the training offered by the end of their probationary period, this may be grounds for dismissal.**
- (b) If a term employee is successful in obtaining a permanent position on completion of a term position resulting in continuous employment in a permanent position, the time worked in the term position shall be credited to the employee's probationary period.
- 10.02 (a) The Employer may, before the expiration of the Employee's probationary period set out in paragraph 10.01, extend the appointment for a period not to exceed five hundred twenty (520) hours of work or three (3) months whichever is less. Extension of probationary period is to be determined by the Employer.
- (b) If an employee's probationary appointment is to be extended as provided in Article 10.02(a), the Employer shall notify the employee one (1) month prior to the expiry of the probationary period, setting out the reasons for the extension in writing.
- 10.03 Probationary employees may be discharged during the probationary period at the Employer's discretion. In such cases, the probationary employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer has acted in bad faith.
- 10.04 During the probationary period the Employer shall provide a probationary employee with input and feedback in order to give the probationary employee an opportunity to meet the expectations of the position.

10.05 The Employer shall, upon successful completion of the probationary period, confirm employment on a permanent basis. Probationary Employees are subject to the wage rate set out in Appendix “A” and will increase to the applicable rate upon the completion of the probationary period.

ARTICLE 11: DISCIPLINE & DISCHARGE

11.01 (a) No Employee who has successfully completed the probationary period pursuant to Article 10 shall be disciplined, suspended without pay, or discharged for misconduct except for cause.

(b) When an investigation into an allegation which, if substantiated, may lead to discipline requires a formal meeting between the Employee against whom an allegation has been made and the Employer, or where the Employer wishes to meet to notify an Employee of disciplinary action, the Employee shall be entitled to have a Shop Steward or union representative present. Shop Stewards shall be compensated in accordance with Article 6.03(b).

11.02 (a) Where an Employee is disciplined or discharged, the Employer shall, within five (5) working days of the discipline or discharge notify the Employee in writing of the general circumstances in support of the discipline or discharge.

(b) The Employer will give notification to the Union at the same time the Employee is disciplined or discharged.

11.03 Where an Employee alleges that she has been suspended without pay for more than one shift or discharged contrary to Article 11.01(a), she may lodge a grievance at the second stage of the grievance procedure.

11.04 The Employer may, at any time, post rules of work in the Employees' workplace and the postings shall be deemed to be notice to all employees. Breach of such rules may be the basis for discipline. The Employer agrees that such rules will be reasonable and relate to the conditions of the workplace and shall not be discriminatory.

11.05 The Employer supports a system of progressive discipline except, where warranted, in the case of serious offences. In such cases, suspension or immediate dismissal may result.

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.

- 12.02 Within two (2) full business days of providing a request to the Office Manager, 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 in a hearing relating to disciplinary action any matter of which the Employee was not made aware at the time of its occurrence or any adverse document in the employee file, the existence of which the Employee was not aware at the time of filing, unless the matter in question was not known by the Employer at the time of its occurrence.

ARTICLE 13: JOB POSTING

- 13.01 When a new permanent position or vacancy is created within the Bargaining Unit and the Employer determines that the position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or vacancy for seven (7) calendar days at each employer location and publicly if required.
- 13.02 Employees and external applicants will be concurrently assessed.
- 13.03 On job postings, all applicants will be assessed on the basis of their ability, qualifications and capacity to support the individualized needs of the Homeowner, and the demonstrated capacity to work within a home team dynamic. In the event the top two candidates are bargaining unit employees and are relatively equal, in the sole discretion of Management, the senior applicant in the home location will be offered the position, and if none then the senior applicant in the bargaining unit shall receive the position in the event the top two applicants are bargaining unit employees.
- 13.04 (a) The successful applicant shall be given a trial period of three (3) months if the successful applicant has otherwise passed her period of probation pursuant to Article 10 with the Employer;
- (b) Conditional on the Employer's satisfaction that the successful applicant, pursuant to Article 13.04(a), has proven satisfactory in the position, the Employee may be considered permanent in the position. If the successful applicant is, in the Employer's opinion, unsatisfactory or wishes to return to their former position, she shall be returned to her former position without loss of Seniority and at a wage she was formerly paid for that position.
- (c) Successful applicants who have not passed their probationary period shall be subject to the probationary provisions of Article 10.

13.05 Job postings may state a preference of gender for a bona fide reason.

ARTICLE 14: HOURS OF WORK

14.01 The normal hours of work for Full-time Employees shall be an average of two thousand and eighty (2,080) hours per year, inclusive of vacations, paid holidays and paid leaves.

14.02 The normal hours of work for Regular Part-time Employees covered by this Agreement shall be less than two thousand eighty (2080) hours per year inclusive of Night Sleep Shifts, vacations, and paid Holidays.

14.03 The Employer shall post the monthly work schedule one (1) month in advance.

14.04 Changes to the work schedule after its posting may be made after consulting with the Employees concerned.

14.05 Provided sufficient advance notice is given and with approval of the Employer, Employees may exchange shifts within a house if there is no increase in costs to the Employer.

14.06 The shift exchange report occurs ten (10) minutes prior to a shift and is mandatory and without pay.

14.07 Monthly staff and program meetings are mandatory for Regular Full-time Employees. Where an Employee attends outside their scheduled hours, notwithstanding any other provision of this Agreement, Regular full-time Employees will be compensated with time off in lieu at straight time for the time of attendance and Regular Part-time Employees will be paid at straight time for the time of attendance. Notwithstanding Article 15.01, overtime compensation does not apply.

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

14.09 An Employee who is required to attend to a resident or emergency during a Night Sleep Shift will be compensated for actual time worked, with a minimum of one (1) hour pay per incident, provided that the incidents are at least one (1) hour apart. All incidents within one (1) hour shall be compensated by one (1) hour's pay. Compensation for an Employee under this Article combined with compensation paid to an Employee for working a Night Sleep Shift and any other Article shall not exceed eight (8) hours pay at the regular rate.

14.10 **Staff who are on duty shall remain on duty until relief staff have arrived. If an employee's shift ends and the person who is scheduled to relieve the employee has not arrived, the employee whose shift is ending is required to remain on duty until**

they are relieved. In this circumstance, such an employee shall contact their supervisor to advise them of the situation and remain on duty until direction is given and/or a relief staff arrives to cover the shift.

ARTICLE 15: OVERTIME AND CALL-BACK

- 15.01 “Overtime” is defined as time worked by an Employee with the authorization of the Employer, in excess of forty-eight (48) hours of regularly scheduled and overtime work.
- 15.02 All overtime must receive prior authorization.
- 15.03 An Employee who is required to attend to a resident or emergency during a Night Sleep Shift will be compensated for actual time worked, with a minimum of one (1) hour pay per incident, provided that the incidents are at least one (1) hour apart. All incidents within one (1) hour shall be compensated by one (1) hour's pay. Compensation for an Employee under this Article combined with compensation paid to an Employee for working a Night Sleep Shift and any other Article shall not exceed eight (8) hours pay at the regular rate.
- 15.04 (a) Compensation rates for Regular Full-time Employees for overtime hours worked shall normally be time and one half (1.5) for all hours in excess of forty-eight hours of work in a week aside from Night Sleep Shifts which are compensated under Article 15.03.
- (b) Compensation rates for Regular Part-time Employees for overtime hours shall be:
- (i) Straight time at the Regular Part-time Employees regular rate of pay for all hours worked up to forty eight (48) hours per week (total of scheduled hours and casual hours);
 - (ii) Time and one half (1.5) the regular rate for hours worked in excess of forty eight (48) hours per week (total of scheduled hours and casual hours)
- 15.05 Compensation for overtime for Employees is in the form of time off with pay, as mutually agreed between the Employee and Employer, to be taken within ninety (90) calendar days following the month in which the overtime was worked. No vacation or special leave may be taken before time off in lieu of overtime has been used.
- 15.06 When time off with pay in lieu of overtime has not been granted or taken within ninety (90) calendar days of the overtime being worked, compensation for overtime shall be in pay.
- 15.07 The Union is entitled to consult with the Employer or its representatives whenever it is alleged that Employees are required to work unreasonable amounts of overtime.
- 15.08 An Employee must work at least ten (10) minutes beyond her normal shift before being eligible for overtime compensation.

- 15.09 In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (½) hour, and a period of more than thirty (30) minutes and sixty (60) minutes or less shall be counted as one (1) hour.
- 15.10 Overtime will not be paid or accumulated for staff training events which shall be scheduled at the discretion of the Employer. Newly hired Employees will not be reimbursed for the time required to complete the training to meet the minimum standards established by the Department of Community Services.
- 15.11 Notwithstanding any other provision of the Agreement, overtime will not arise where the Employee creates the opportunity to be in any overtime position by virtue of an authorized shift trade.

ARTICLE 16: STANDBY AND CALLBACK

- 16.01 An Employee may be scheduled for shifts of varying lengths. If, after the completion of a shift, and before the commencement of the Employee's next shift, she is called back to the Employer's worksite, she shall receive three (3) hours of regular pay or one and one-half (1.5) times the rate of pay on all hours worked, whichever is greater. This clause does not apply to attendance at staff meetings or training.

ARTICLE 17: TRAVEL AND EXPENSES

- 17.01 The Employer agrees to reimburse Employees for travel if prior authorization has been received. The Employer will pay the rate of reimbursement as determined and funded by the Department of Community Services. The Employer will post on January 1 of each year such rate or any amendment of that rate should they occur.
- 17.02 Any Employees using their own vehicle for the transport of Homeowners shall follow all provincial regulations for the safe operation of a motor vehicle. Employees shall provide Supervisors with the number and expiry date of the drivers' license and a copy of the vehicle's registration and confirmation of insurance, along with any updates to the information or changes in status.
- 17.03 (a) Employees must provide written confirmation from their insurance company that they are covered to carry passengers on an occasional basis when they are working. The confirmation is not required if the Employee's vehicle is used only for work-related errands (i.e. grocery shopping, etc.) but not for transportation of Homeowners.
- (b) Where an Employee uses her vehicle to transport Homeowners on a regular basis, the transportation provides an ongoing enriching opportunity for a Homeowner,

public transit is not an option due to a Homeowners' physical limitations or a destination is not on a bus route, and the access-a-bus would not be reliable for the stated purpose, the Employee may apply in writing for a reimbursement of the insurance waiver in an amount of up to fifty dollars (\$50.00) annually. Receipts must be provided.

Any application for reimbursement of the employee's insurance waiver must be made and approved in advance of the expense being incurred. No retroactive payment shall be made for claims not made or approved in advance by the Employer.

17.04 Resident Vacation and Day-Trip Travel Reimbursement: Pre-approved travel will be reimbursed in accordance with the approved kilometre rate in Article 17.01 and in the event of extended travel, the Employer reserves the right to require the Employee to use a rental vehicle.

17.05 (a) Meals - Employees providing support to an individual during their stay in hospital will be reimbursed for meals to a maximum of **fifteen dollars (\$15.00)** where a receipt is provided. Where an Employee is unable to provide a receipt the Employee shall be paid eight dollars (\$8.00) per meal period worked.

(b) Parking - Employees shall be reimbursed for all authorized parking expenses. Employees shall submit a receipt for reimbursement, except when using meter parking.

ARTICLE 18: PAY PROVISIONS

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

(b) Should the Employer make an error in an Employee's pay, this shall be corrected and the Employee shall receive the missed salary within five (5) work days as defined in Article (24.05) of the problem being reported to the Employer. Overpayments will be return within five (5) working days or deducted from the next pay.

(c) **Staff are required to log into the ADP app to log their hours of work. Staff are required to log in at the beginning of every shift, and log out when their shift ends.**

18.02 Employees who are appointed to excluded positions of one year or less shall continue to be members of the Bargaining Unit. The Union may agree to extend the continuation in the Bargaining Unit after the one year expiry.

18.03 Acting Pay

Acting Pay for the Head of House assignment shall be as set out in Appendix "A".

18.04 **Employees can access Balance Sheets detailing their vacation, Holidays, sick leave and Overtime banks at anytime by logging into the ADP app. Additionally employees may request an updated Balance Sheet for vacation, Holidays, sick leave and Overtime banks on February 1st and July 1st of each year. An Employee may request balance sheets at other times and the Employer shall respond within five (5) business days. All requests for balance sheets should be made to Head Office.**

ARTICLE 19: VACATION

19.01 The vacation year shall be January 1- December 31, inclusive.

19.02 Regular Full-time Employees shall earn vacation with pay at the following rates:

- (a) ten (10) hours per month for the twenty-four (24) months of employment.
- (b) thirteen and one-third (13.33) hours per month (160 hours per year) during each month in excess of twenty-four (24) months of employment.
- (c) sixteen and two-thirds (16.67) hours per month (200 hours per year) during each month in excess of one hundred eighty (180) months (15 years) of employment.

19.03 For the purpose of calculating vacation accumulation, one (1) day is the equivalent of eight (8) hours. However, for depleting the accumulated leave the Employee will be debited for the actual hours used to facilitate the vacation leave.

19.04 Probationary Employees may not take vacation until after the completion of three (3) months of work which requirement may be waived in the sole discretion of the Executive Director.

19.05 Regular Part-time Employees with less than eight (8) years of employment shall receive four percent (4%) vacation pay on wages earned during each pay period, unless the Employee requests that it be accumulated. Regular Part-time Employees in active service at the time of signing with more than eight (8) years of employment shall receive six percent (6%) vacation pay on wages earned during each pay period, unless the Employee requests that it be accumulated. The percentage rate of accumulation of vacation leave shall be consistent with Labour Standards as applicable.

A part-time employee shall have the option of being paid vacation pay biweekly or twice annually on the last regular pay day in June and December. An employee must advise the Employer in writing of their preference by December 1st of each year, otherwise the Employee shall automatically be paid bi-weekly for the upcoming vacation year.

19.06 Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.

19.07 An Employee, upon her separation from the Employer, shall be compensated for vacation leave which she has not taken but is entitled to take.

19.08 An Employee, upon her separation from the Employer, shall compensate the Employer for vacation which was taken but to which she was not entitled. This may be deducted from the final pay, and if there is still a deficiency the Employee will remit the vacation benefits directly to the Employer.

19.09 Except as otherwise provided in this Agreement, Employees may, with the consent of the Employer, carryover vacation leave for a period of not more than forty (40) hours to the following year. The vacation leave carried over shall lapse if not used before the close of that year. Requests for carryover entitlement shall be made in writing by the Employee to the Executive Director or delegate not later than October 1, provided however, that the Executive Director may accept a shorter period of notice of the request. If the Employee is unable to use vacation due to the Employer's refusal of vacation request and the Employer not being able to provide reasonable alternate dates, unused vacation hours in excess of forty (40) hours will be paid out or carried forward at the discretion of the Employer without prejudice or precedent.

19.10 Homeowner Vacations

(a) Employees volunteer to accompany Homeowners on vacations in order to ensure a positive and safe Homeowner experience. Employees who work in a residence during a Homeowner's vacation will be allocated household or other duties if they are not required to provide care for a Homeowner.

(b) Employees who work on a Homeowner's vacation day will be considered to be working one (1) shift for each vacation day, inclusive of travel days.

Additionally:

(i) For a vacation of up to forty-eight (48) hours, Employees will earn one (1) shift of eight (8) hours total.

(ii) For a vacation of more than forty-eight (48) but no more than seventy-two (72) hours, Employees will earn one (1) shift of twelve (12) hours total.

- (iii) For a vacation of more than seventy-two (72) but no more than ninety six (96) hours, Employees will earn one (1) shift of sixteen (16) hours total.
- (iv) For a vacation of more than ninety-six (96) but no more than one hundred twenty (120) hours, Employees will earn one (1) shift of twenty (20) hours total.
- (v) For a vacation of more than one hundred twenty (120) hours but less than one hundred forty-four (144) hours, Employees will earn one (1) shift of twenty-four (24) hours total.
- (vi) For a vacation of more than one hundred forty-four (144) hours, shifts will be at the discretion of the Executive Director.
- (vii) When an Employee is single-staffed for a vacation, the Employee will receive the greater of minimum wage for every hour she is away with the homeowner, regardless of whether she is awake or asleep or the regular rate of pay of one shift per day, plus additional shift as noted above in (i) through (vi).
- (viii) This will be paid out as lieu time unless the Employer otherwise elects.

19.11 Vacation Scheduling

- (a) Vacation leave shall not be taken except with the prior approval of the Employer.
- (b) The granting of vacation in (c) and (d) below shall be based on Seniority and be applied on a house basis, with preference given to Employees on the full-time Seniority list. Part-time Employees shall be granted time off without pay once all full-time requests have been accommodated. The Employer shall make every reasonable effort to grant an Employee's vacation request. The granting of such request shall be subject to the Employer's operational requirements.
- (c) Prime Vacation Period - May 1st to September 15th

Employees requesting leave during the Prime Vacation Period must submit written request not later than February 15th. The request shall include the employee's first and alternate choice. The Employer shall post a vacation roster setting out the approved vacation periods not later than March 15th.

- (d) September 16th to April 30th

Except as provided herein Employees requesting leave during the period September 16th to April 30th must submit a written request not later than July 15th. The Employer must post a vacation roster setting out the approved vacation periods not later than August 15th.

- (e) Vacation requests received outside the above deadlines shall be granted on a first come, first served basis, subject to operational requirements and provided such requests are submitted at least two (2) weeks in advance of the schedule being posted. Where the employee has provided such notice the Employer shall respond to the request within five (5) business days of the date the request was submitted. The Employer will make every effort to respond as soon as possible to requests made upon shorter notice.
- (f) The parties recognize that due to the scheduling of holidays it may be more difficult for the Employer to grant vacation time during the Christmas period.

19.12 For Full time employees vacation shall be earned and taken on an hour for hour basis.

19.13 Except as otherwise provided in this Agreement, vacation leave entitlement shall be used within the year in which it is earned and the Employer shall maintain its practice of loading the Regular Full-time employee's entitlement into their bank at the beginning of the vacation year in which it is being earned.

19.14 Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee her request to enjoy her vacation entitlement for vacation leave to which she is entitled.

19.15 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty while on vacation leave or to cancel vacation once it has been approved. An Employee who has incurred expenses related to her vacation and, subsequent to their vacation approval, has their vacation cancelled or is recalled to work shall have such proportionate individual expenses reimbursed by the Employer. It is the responsibility of the Employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists and an estimate of the same. The Employee shall be required to submit proof of expenses when making a claim for reimbursement.

19.16 Reinstatement of Vacation Upon Recall

The period of vacation leave displaced by recall shall either be added to the vacation period, if requested by the Employee and approved by the Employer or reinstated to the vacation bank for use at a later date in accordance with Article 19.11.

19.17 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 on such form as the Employer may from time to time prescribe; the Employee will be granted sick leave to the extent the Employee has existing sick leave credits and her vacation credits will be restored. The form is to be provided to the Employer immediately upon the return of the employee. If the employee does not have access to the Employer's form, the employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

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

ARTICLE 20: HOLIDAYS

20.01 Full Time Employees:

The following shall be paid holidays for all Regular Full-time Employees:

- (a) Statutory Holidays:
 - 1. New Year's Day
 - 2. Good Friday
 - 3. Canada Day (**Paid on July 1**)
 - 4. Labour Day
 - 5. Christmas Day
 - 6. Heritage Day
 - 7. **National Day for Truth and Reconciliation (September 30)**
- (b) Public:
 - 1. Easter Sunday
 - 2. Victoria Day
 - 3. Thanksgiving
 - 4. Remembrance Day
 - 5. Boxing Day
 - 6. Halifax Regional Municipality Civic Holiday.

20.02 Holiday Pay

- (a) When the Holidays listed in 20.01(a) and (b) fall on a Regular Full-time Employee's scheduled day off, the Employee shall receive another day off with pay at a time that is mutually agreed between the Employer and Employee.
- (b) When a Regular Full-time Employee's regularly scheduled day of work falls on the statutory holidays listed in 20.01(a), the Employer shall
 - (i) Grant eight (8) hours of the holiday off with pay; or
 - (ii) Pay the Employee her regular rate of pay plus one-half (½) her regular rate of pay for hours worked and grant a mutually agreed day (8 hours) off with pay.
- (c) When a Regular Full-time Employee is scheduled to work on a holiday listed in 20.01(b), the employer shall:
 - i. grant holiday off with pay, or;
 - ii. pay the Employee the regular rate of pay for the holiday worked, and grant a mutually agreed day off with pay, except that Remembrance Day shall be paid at two times (2x) the Employee's regular rate of pay.
- (d) Compensation for statutory holidays shall be in the form of time off with pay, to be granted or taken within the three (3) months following the month in which the holiday occurred.

20.03 Statutory Holiday Pay for Regular Part-time Employees

- (a) If Regular Part-time Employees work the following days, they shall be paid time and a half for all hours worked:
 - 1. New Year's Day
 - 2. Good Friday
 - 3. Canada Day
 - 4. Labour Day
 - 5. Christmas Day
 - 6. Heritage Day
 - 7. **National day for Truth and Reconciliation (September 30)**
- (b) Compensation for Regular Part-time Employees working on Remembrance Day shall at two times (2x) the Employee's regular rate of pay.

- (c) Regular Part-time Employees shall be entitled to paid Holidays providing:
 - i. she has received or is entitled to receive wages for at least fifteen (15) days during the preceding thirty (30) calendar days, and
 - ii. she has worked her scheduled working days immediately preceding and immediately following the holiday, unless on an approved leave or otherwise directed to be absent.
- (d) Where a Regular Part-time Employee is not scheduled to work on a paid Holiday and does not work on that paid Holiday, she will receive eight (8) hours pay.

20.04 Statutory Holidays which Fall during a Period of Leave

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

20.05 Christmas or New Year's Day Off

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

20.06 Overtime on a Holiday

Where on a paid holiday [as defined in either 20.01 or 20.03] an employee is required to work overtime, the Employee will be paid two and one quarter time (2.25x) her regular rate for each overtime hour.

ARTICLE 21: LEAVES OF ABSENCE

21.01 With the exception of specified coverage to Employees in receipt of Workers' Compensation Benefits, any Employee on unpaid leave is subject to Article 25. Unless otherwise specified in another provision of the Agreement, an Employee on any approved unpaid leave of absence of more than two (2) weeks duration (including pregnancy, adoption, education, Workers' Compensation Benefits, sick, and general leaves) shall not accumulate vacation or other benefits under the Collective Agreement during the period of the unpaid leave.

21.02 Special Leave

Regular Full-time and Regular Part-time Employees may, upon request, be granted special leave without pay at the discretion of the Employer. Requests for special leave shall be in writing to the Executive Director and submitted no later than four (4) weeks prior to the

proposed start of the leave and a decision will normally be rendered within ten (10) working days of receipt of the request. Notice of return to work shall be confirmed in writing no later than one (1) month prior to the date of the end of the leave.

21.03 Bereavement Leave

- (a) In the event of a death in the immediate family, a Regular Full-Time Employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive working days, including the day of the funeral. "Immediate family" is defined as the Employee's father, mother, legal guardian, brother, sister, spouse (including common-law spouse, regardless of gender), child, ward, grandchild, **niece, nephew**, father-in-law, mother-in-law, step-parent, stepchild and a relative permanently residing with the employee. A Part-Time Employee will receive five (5) consecutive days off, including the day of the funeral, and if any of these days are scheduled working days, that (or those) day(s) shall be paid.
- (b) A Regular Full-time Employee shall be entitled to two (2) days bereavement leave with pay, inclusive of the day of the funeral, in the event of the death of the Employee's grandparent, son-in-law, daughter-in-law, brother-in-law and sister-in-law, **aunt, and uncle**. A Regular Part-time Employee will receive two (2) consecutive days off, including the day of the funeral, and if any of these days are scheduled working days, that (or those) day(s) shall be paid.
- (c) The above entitlement is subject to proper notification being made by the Employee to the Employer.
- (d) In determining bereavement leave, a day shall equal all hours scheduled to be worked by the Employee on the day taken as leave.
- (e) 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.
- (f) Unpaid bereavement leave is available to all Employees, upon application and approval by the Supervisor.
- (g) Pursuant to Articles 21.03 (a) & (b), in the event the funeral/internment service is not held during the normal bereavement period but deferred to a later date, the Employee shall be granted bereavement leave to attend the funeral/internment without loss of pay, providing the total number of paid bereavement days does not exceed the number of days provided in Article 21.03 (a) or (b), whichever is applicable.

21.04 Court Leave

- (a) Leave of Absence without pay shall be given to every Employee, other than an Employee on leave of absence without pay or on suspension, who is required:

- i) to serve on a jury, after having submitted a letter of financial hardship and having the request to be excused on the basis of hardship rejected; or
- ii) by subpoena or summons, to attend as a witness in any proceedings held;
 - 1) in or under the authority of a court; or
 - 2) before an adjudicator or umpire or person or persons authorized by law to make an enquiry and to compel attendance of witnesses before it, other than any matter arising from a dispute between the parties to this Collective Agreement (Labour Relations Board, arbitration, etc.);or
 - 3) before a legislative council, legislative assembly, or committee thereof, that is authorized by law to compel the attendance of witnesses before it.

Any unpaid leave for the purposes of being a witness is limited to the time an Employee is required to be on the witness stand or to give testimony.

21.05 Pregnancy Leave

A pregnant Employee, who has been employed by her Employer, shall be granted pregnancy leave in the following manner:

- (a) an unpaid leave of absence of **sixteen (16)** weeks will be granted;
- (b) an Employee shall as soon as reasonably possible, but in no case later than the seventh (7th) month, forward to the Employer a written request for pregnancy leave;
- (c) the Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of the delivery;
- (d) the pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- (e) pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;
- (f) the Employer may require a pregnant Employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected. A pregnant Employee who has one year Seniority may take an unpaid leave of absence when she reasonably believes that she can no longer perform the

duties of her position, or is in an environment that may be of risk to her or her unborn child.

21.06 Parental Leave

- (a) An Employee who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to **sixty-one (61)** weeks upon giving the Employer notice of the date that the Employee will begin the leave and the date the Employee will return to work.
- (b) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive at the Employee's home during pregnancy leave;
 - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
 - (ii) shall end not later than **sixty-one (61)** weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks notice of the date upon which the leave will end.
- (c) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is **sixty-one (61)** weeks.

21.07 Parental Leave for Adoptive Parents

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

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

21.08 Resumption of Work

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer notice in accordance with 21.09(a)(ii).

- (b) An Employee is entitled to only one interruption and deferral of leave pursuant to Article 21.08 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 21.05, 21.06 and 21.07 the Employer shall permit the Employee to resume work:
 - (i) in the position held by the Employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
 - (ii) with no loss of benefits accrued to the commencement of the leave; and
 - (iii) with no loss of Seniority for the period of absence.

21.09 Notice for Leaves

- (a) An Employee shall give the Employer four (4) weeks' notice of
 - (i) the date the Employee will begin pregnancy leave or parental leave; and
 - (ii) the date the Employee will return to work upon completion of the leave unless the Employee will take the maximum leave to which the Employee is entitled.
- (b) Notice given pursuant to Article 21.09(a) may be amended from time to time by the Employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before the earlier date;
 - (ii) by changing any date in the notice to a later date if notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.
- (c) The Employee shall give the Employer as much notice as reasonably practicable of:
 - (i) the date the Employee will begin pregnancy leave, where she is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected;

- (iii) the first arrival of child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected;
 - (iv) the return to work of the Employee pursuant to Article 21.08(a); and
 - (v) the resumption of parental leave by the Employee in accordance with Article 21.08(a) and 21.09(a) does not apply.
- (d) Notice shall be put in writing where the Employer so requests.
- (e) Upon the request of the Employer, where an Employee takes parental leave, pursuant to Article 21.07, interrupts and defers leave, pursuant to Article 21.08(a), or gives notice pursuant to Article 21.09(a), the Employee shall provide proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

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

21.10 Paid Leave for Birth of Child

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

21.11 Storm Leave

When extremes of winter weather cause an Employee to be unable to come to work, she may either use accumulated paid leave or arrange with a co-worker, with the approval of the Supervisor, if available, to exchange a shift at the earliest possible time, without incurring Overtime. While Employees are not expected to place themselves at risk by traveling to work in dangerous conditions, considering both the essential service nature of their work and the needs of other staff, they are expected to make every effort to arrange adequate time or alternate means to get to work. In the event of severe conditions, staff on duty must remain at work until their relief arrives. If an Employee is unable to attend work due to extreme weather, the Employee may elect to use banked time and vacation time, but otherwise, any absence due to extreme weather shall be a leave without pay.

21.12 Labour Standards Leave

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

21.13 Educational Leave

- (a) Full-Time Employees who have been in the employ of the organization for one or more years may apply for educational leave without pay for a period of up to three (3) months. Approval shall be granted at the discretion of the Executive Director. Part-Time Employees who have been in the employ of the Employer for at least two (2) calendar years shall also be eligible for this benefit. Approval shall be granted at the discretion of the Executive Director.
- (b) Full-time Employees who have been in the employ of the organization for two (2) or more years may apply for education leave without pay for a period in excess of three (3) months, up to a maximum of twelve (12) months. Part-time Employees who have been in the employ of the Employer for at least three (3) calendar years shall also be eligible for the benefit. Approval shall be granted at the discretion of the Executive Director.

21.14 Intimate Partner Violence

Employees are entitled to Domestic Violence Leave in accordance with the *Labour Standards Code*.

ARTICLE 22: SICK LEAVE

- 22.01 Sick leave means the period of time an Employee is absent from work because she is unable to fulfill work obligations due to sickness by virtue of being sick or disabled, confined by a doctor's order, or under treatment of a physician, or medical professional or because of an accident for which workers' compensation is not payable.
- 22.02 Employees are obliged to adhere to treatment plans to support the earliest return to work and the Employer may make reasonable inquiries to confirm that the Employee is sick and that she is complying with reasonable treatment plans to support her earliest possible return to work.
- 22.03 The Employer may require any Employee to submit to medical examination prior to a return to work to confirm fitness to resume duty.
- 22.04 An Employee may be required to produce a certificate at the expense of the Employee from a physician for any period of absence for which sick leave is claimed by an Employee. If a certificate is not produced, as requested by the Employer, the Employee shall be ineligible to receive pay for the time absent from work, even when sick leave accumulation is available. In the event of long term absence, a certificate(s) from a

physician will be required to cover the entire period for which sick leave is claimed, even where sick accumulation is exhausted.

22.05 (a) Earning Sick Leave:

A Regular Full-time Employee accumulates sick leave credits at the rate of ten (10) hours for each completed month of Service (173 hours worked), to a maximum accumulation of nine hundred and sixty (960) hours. Employees who work less than full-time hours shall earn sick leave on a pro-rated basis for their regular complement hours. A Night Sleep Shift will count as 4 hours toward the accumulation of 173 hours worked.

(b) Reporting Absence Due to Sickness:

In any case of absence of an Employee due to sickness, the absence shall be reported to her Supervisor or workplace at least one (1) hour before the start of a day shift and at least four (4) hours before the start of an evening or night shift or two (2) hours before the start of a 10:00 a.m. or 6:00 p.m. shift.

Employees must advise the Home of such an absence by telephone call. Voice mail, text messages, Facebook Messages, Snap Chat or other such messages will not be sufficient to advise the employer of an absence due to illness.

(c) Calculation of Partial Sick Days:

An Employee who is absent from work due to sickness shall be deemed to use the hours equivalent to the hours she is absent from work. When sick leave is used to attend a medical appointment, sick leave shall be calculated on an hourly basis for the time absent. Routine medical appointments will normally be scheduled outside of working hours.

22.06 For the purposes of this Article, the Employer may require that the Employee be examined by an alternate medical practitioner of the Employer's choice. The Employer shall pay the cost of the examination and/or medical report provided to the Employer by the alternate examiner.

22.07 Where an Employer requires an Employee to have an independent medical assessment/report completed the Employer shall be responsible for paying the associated cost.

22.08 Leave for Family Illness

- (a) In order to provide essential care for an Employee's spouse, child or parent who resides with the Employee, when no one other than the Employee can provide for the needs of the ill person, the Employee may be granted, after notifying his or her immediate supervisor, leave with pay up to sixteen (16) hours per annum, which leave shall be deducted from the Employee's sick leave entitlement as provided under Article 22.01.
- (b) Employees shall be entitled to a leave of absence without pay to a maximum of **twenty-eight (28)** weeks for compassionate care, in accordance with section 60E of the *Labour Standards Code*.

ARTICLE 23: LAYOFF, RESIGNATION OR DISCHARGE

- 23.01 Resignation: If an Employee desires to terminate her employment, she shall forward a letter of resignation to the Executive Director not less than ten (10) working days prior to the effective date of termination. The Executive Director may accept a shorter period of notice.
- 23.02 In the event of layoff, priority will be given to the needs and circumstances of the Homeowner, and the assessment will be made on a house by house basis. Only where there is no impact on the Homeowner needs will layoff be on the basis of reverse Seniority by house.
- 23.03 Where Employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an Employee(s).
- 23.04 All recalls will be done in a manner that gives the needs of the Homeowner priority; where all other factors are neutral, Employees shall be recalled in order of their Seniority within their job classification on a house by house basis. Once all Employees within a classification have been recalled to work, positions shall be offered to laid-off Employees in other classifications provided the Employee is qualified to perform the work in question. However, the operation of this Article shall not result in an Employee moving from part time to full time hours. In such cases Employees will be recalled in order of their overall Seniority, regardless of classification.
- 23.05 (a) Recall rights expire after twelve (12) months after which employment will be deemed to be terminated.

- (b) An Employee who is employed with another Employer at the time of recall shall give the Employer notice of her 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, the name will be struck from the seniority list and her employment will be deemed to be terminated except where the employment is of short duration of three (3) months or less.
- (c) An Employee on layoff shall be responsible for providing the Employer with her most recent address and telephone number.

ARTICLE 24: GRIEVANCE AND ARBITRATION

24.01 An Employee who feels that she has been treated unjustly or considers herself aggrieved by any action or lack of action by the Employer shall, within fifteen (15) working days, first discuss the matter with her immediate Supervisor. The Employee may have a steward present, if so desired. The Supervisor shall answer the dispute within ten (10) working days of the discussion, unless the Union agrees to extend this time limit.

When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance", and the Supervisor shall be notified accordingly.

In each of the following steps of the grievance procedure, the person designated by the Employer as the first, second, or third level of the grievance procedure shall arrange a meeting or meetings, with the Union representative named in the grievance, at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

24.02 Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an Employee is not entitled to present the grievance unless she has the approval in writing of the Union, or is represented by the Union.

24.03 **STEP ONE:**

If the Employee or the Union is not satisfied with the decision of the immediate Supervisor, the Employee may, within fifteen (15) working days of receiving the decision of the immediate Supervisor, present her grievance in writing to the person designated by the Employer as the first level of the grievance procedure. If the Employee does not receive a satisfactory settlement within fifteen (15) working days from the date on which she presented her grievance to the person designated as the first level in the grievance procedure, the Employee may proceed to Step Two.

STEP TWO:

Within fifteen (15) working days from the expiration of the fifteen (15) day period referred to in Step One, the Employee may present her grievance in writing either by personal service or by mailing by registered mail to the Executive Director or alternate designate.

If the Employee does not receive a reply or satisfactory settlement of her grievance from the Executive Director or alternate designate within fifteen (15) working days from the date on which her grievance was received at the second level, the Employee may proceed to Step Three.

STEP THREE:

Within fifteen (15) working days from the expiration of the fifteen (15) day period referred to in Step Two, the Employee may present her grievance in writing to the Personnel Committee Chair or alternate designate. Any proposed settlement of the grievance presented at Steps One and Two, and any replies, must accompany the grievance when it is presented to the Employer.

The Employer shall reply in writing to the Employee within thirty (30) working days from the date the grievance was presented to her.

If the Employee does not receive a reply, or satisfactory settlement of her grievance from the Employer, the Employee may refer her grievance to Arbitration as provided herein within fifteen (15) working days of the date on which she should have received a satisfactory reply from the Employer.

- 24.04 In any case where the Employee presents her grievance in person or, in any case in which a hearing is held on a grievance at any level, the Employee may be accompanied by a representative of the Union.
- 24.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.
- 24.06 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein.
- 24.07 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as provided in Article 24.09 of this Agreement.

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

24.09 (a) Where a difference arises between the parties related to the interpretation, application, or administration of this Agreement, including questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 24, notify the other party within fifteen (15) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration before a single arbitrator or an arbitration board.

(b) Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. 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.

24.10 Where the parties agree 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 and Advanced Education for Nova Scotia shall appoint one.

24.11 (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration, it shall be dealt with by an arbitration board.

(b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.

(c) The other party shall name its appointee within seven (7) days.

(d) The two (2) appointees shall select a chair by mutual agreement.

(e) In the event that the appointees are unable to agree upon a chair within seven (7) days, then the chair shall be appointed by the Minister of Labour and Advanced Education for Nova Scotia.

24.12 The board may determine its own procedure in accordance with the *Trade Union Act* and shall give full opportunity to all parties to present evidence and make representations. It

shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.

- 24.13 The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chair shall be the decision of the board. The decision of the arbitration board shall be binding, final and enforceable on the parties. The board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- 24.14 Should the parties disagree as to the meaning of the board's decision, either party may apply to the chair of the arbitration board to reconvene the board to clarify the decision which it shall make every effort to do within seven (7) days.
- 24.15 (a) Each party shall pay one-half (½) 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 (½) the expenses of the Chair, as provided in Section 43 of the *Trade Union Act*.
- 24.16 The provisions of this Article are mandatory and not directory and failure to meet the timeliness requirements shall be deemed conclusively to constitute a withdrawal and abandonment of the grievance, or, in the case of the Employer, an admission of the validity of the grievance. The time limits of this Article may only be extended by mutual consent of the parties.

ARTICLE 25: GROUP INSURANCE BENEFITS

- 25.01 The Employer shall provide the following group insurance plans for eligible permanent Employees:
- Extended Health (Medical and Vision)
 - Dental
 - Accidental Death or Dismemberment (AD&D)
 - Life Insurance and Dependent Life
 - Long Term Disability (LTD)
- 25.02 A permanent Employee shall participate in the Group Insurance Plan provided the Employee is contracted to work twenty (20) hours per week, and subject to the eligibility requirements of the plan.

- 25.03 Employees shall commence participation in the plan on completion of the probationary period.
- 25.04 Employees who are covered under another medical and dental plan may, upon supplying proof of coverage, opt out of the extended health and dental benefits, but must retain the LTD and life insurance portions of the benefit plan.
- 25.05 (a) Overall benefits costs will be shared fifty percent (50%) by the Employer and fifty percent (50%) by the Employee; however, it is understood that in all cases, the Employee will be responsible to pay one hundred percent (100%) of the LTD premium, thereby making any benefit received tax free.
- (b) The Employee share of the premium will be allocated first to pay 100% of LTD and Group Life (Life Insurance and Dependent Life Insurance), because it is advantageous from a tax perspective to have the Employee pay the full premiums.
- (c) Where the Employee's share covers 100% of the LTD and Group Life benefit premium, any balance of the Employee's share will be allocated to Extended Health and Dental premiums.
- 25.06 Except as otherwise provided in this Agreement, an Employee who is on an 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 provider approves the continued participation in the benefit
- (b) the Employee reimburses the Employer for both the Employer and Employee portion of the premiums by providing post-dated cheques to the business office for these premiums prior to the commencement of such leave.
- 25.07 The agreement of the Employer to contribute to the cost of a group insurance plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article. Furthermore, these matters shall not be subject to grievance or arbitration.
- 25.08 The Employer shall provide an employee assistance plan (EAP).

ARTICLE 26: PENSION PLAN

- 26.01 (a) The group pension plan ("Plan") is mandatory for all Regular Full-Time Employees upon completion of twelve (12) consecutive months of employment. The group Plan is mandatory for all other Employees who have worked a minimum of seven hundred (700) hours in each of the two (2) consecutive calendar years immediately prior to membership in the Plan.

- (b) The Plan is a defined contribution plan, established April 1, 2004.
- (c) **Effective the date of ratification, the contribution rate is six percent (6%) of gross guaranteed earnings and is matched dollar for dollar by the Employer. Effective October 31, 2023, the contribution rate is increased to seven (7%) of gross guaranteed earning and is matched dollar for dollar by the Employer.**
- (d) Contributions are made in the form of payroll deductions.
- (e) Employees may make voluntary additional contribution to their pension Plan which will not be matched by the Employer. This voluntary contribution may be increased or decreased once annually on April 1 each year.
- (f) If an Employee terminates her employment prior to the completion of two (2) years of Plan participation, she can withdraw any funds contributed to the Plan.
- (g) After two (2) years of participation, funds are locked in until the Employee reaches age fifty-five (55). If employment is terminated prior to the Employee reaching age 55, funds may be transferred to another pension plan or to a locked-in RRSP.

ARTICLE 27: DAMAGE TO EMPLOYEE PROPERTY

27.01 In the event of damage to the personal effects of an Employee caused by a resident of the Employer, the Supervisor will prepare a written report, cosigned by the Employee, for submission to the Executive Director for consideration. Where appropriate, reasonable costs of repair or replacement will be paid by the Employer where it can be determined to the satisfaction of the Executive Director that the damage occurred during the course of the Employee's duties at the facility, provided the damage does not result from the failure to act or from inappropriate action or behaviour on the part of the Employee, and where receipts have been provided.

ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY

28.01 The Employer and Employees shall follow the provisions of the *Occupational Health and Safety Act*. The Parties agree that all matters arising under the *Occupational Health and Safety Act* shall be dealt with pursuant to the *Occupational Health and Safety Act*, S.N.S., 1996, c.7.

28.02 Notwithstanding Section 18 (1) of the *Occupational Health and Safety Act*, the parties agree to maintain an occupational health and safety committee, which will be comprised of such representatives and responsibilities pursuant to the *Occupational Health and Safety Act*.

28.03 Subject to Article 28.01, pursuant to Section 45 of the *Occupational Health and Safety Act*, the Employer shall not take, or threaten to take discriminatory action against an employee because of that employee's assertion of her rights pursuant to the *Act*, or because of compliance with the *Act*.

28.04 Where a Homeowner is a carrier of Hepatitis-B, all Employees who work with the Homeowner shall receive a Hepatitis-B inoculation which shall be paid for by the Employer upon provision of a receipt.

ARTICLE 29: LABOUR MANAGEMENT COMMITTEE

29.01 The parties to the Agreement shall all participate in a labour management committee which shall consist of up to three (3) representatives each of the Union and the Employer. The chairing of meetings shall rotate between the parties. Minutes shall be kept of all labour management committee meetings and, upon approval at the next meeting, shall be posted for viewing by all Employees.

29.02 The labour management committee may discuss issues within the work place, however the labour management committee shall not negotiate, renegotiate or amend or alter any terms of this Collective Agreement.

29.03 The labour management committee may make non-binding recommendations to the Union or Employer.

ARTICLE 30: INJURY ON DUTY

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

30.02 In the event that the Employee's claim for Workers' Compensation is not approved, the Employee shall be treated as being on regular sick leave which is limited to the existing sick leave credits then available for the employee.

ARTICLE 31: SENIORITY

31.01 (a) Seniority lists shall be established by classification and by house for all Employees in the Bargaining Unit showing the name and seniority date of each Employee who has acquired seniority under this Agreement. If two (2) or more Employees are hired on the same date, the actual time of hiring shall determine their Seniority ranking.

- (b) These Seniority lists will be brought up to date every six (6) months and at each revision will be placed in the union file in each work location during the months of January and July.
- (c) A copy of house and bargaining unit wide Seniority lists will be sent to Nova Scotia Government and General Employees Union.

31.02 An Employee shall only lose Seniority and be deemed to have terminated employment in the event of:

- (a) Resignation;
- (b) Layoff which lasts more than twelve (12) consecutive months without recall;
- (c) Being recalled to work and failing to return to the service of the Employer within two(2) weeks of notice of recall;
- (d) Discharge, and the Employee is not reinstated.

31.03 An Employee transferred to a position outside the Bargaining Unit shall retain Seniority for a period of thirteen (13) months but shall not accumulate Seniority while in the excluded position. If, after thirteen (13) months, the Employee does not return to the Bargaining Unit, all Seniority shall be lost. The thirteen month period may be extended by mutual agreement of the parties.

ARTICLE 32: STAFF TRAINING

32.01 Employees are required to have Core Competencies at the date of hire as a condition of employment. New hires without these may be trained on the job at the Employer's option, otherwise the new hire is responsible for obtaining Core Competencies.

32.02 The Employer will offer refresher First Aid certification at various times during the calendar year. Employees will not experience a loss of pay as a result of time spent at Employer sponsored training. Pay for attendance at Employer sponsored training will be on an hourly basis. The Employer will be mindful of individual hours of work when scheduling training to permit sufficient rest between shifts and training.

32.03 Requests for training other than First Aid shall be submitted in writing to the Employer and the Employer has the sole discretion to determine if these requests are approved.

32.04 An Employee scheduled to work an evening shift (3pm – 11pm) shall not be scheduled to work on a day of training without the agreement of the Employee.

32.05 All new Employees must complete training related to Core Competencies during the probationary period if offered. If such an Employee does not complete such training if offered by the end of their probationary period, this may be grounds for dismissal.

ARTICLE 33: DURATION AND RETROACTIVITY

33.01 This Agreement shall be in effect for the period commencing the date of signing and ending October 31, **2024** and shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least two months prior to the expiration date of this Agreement to terminate or seek amendments to this Agreement, or to renegotiate this Agreement in its entirety. Notice shall be made in writing by either party to the other not less than two months before the expiration of this Agreement.

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

DATED at Dartmouth, Nova Scotia, this _____ day of _____, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

GATEWAY HOMES INC.

Alanna Mason
Acting Executive Director

Witness

Linda Zambolin
Chairperson
Board of Directors

NOVA SCOTIA GOVERNMENT &
GENERAL EMPLOYEES UNION

Sandra Mullen
President, NSGEU

Witness

Tracey Best
Employee Relations Officer

Bargaining Representative

Bargaining Representative

APPENDIX “A”

WAGE PACKAGE:

All active Employees who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

1. Hour Wages:

Classification: Residential Support Worker

November 1, 2019	1.5%	\$19.82
October 31, 2020	0.5%	\$19.92
November 1, 2020	1.5%	\$20.22
October 31, 2021	0.5%	\$20.32
November 1, 2021	1.5%	\$20.62

April 1, 2022 **General Classification Adjustment**

<u>Residential Support Worker (RSW)</u>		
	<u>Hourly Rate @</u> <u>2080 Hours</u>	Annual rates
Step 1 (start)	\$21.4712	\$44,660
Step 2 (after year 1)	\$21.9096	\$45,572
Step 3 (after 2 years)	\$22.3567	\$46,502
Step 4 (after 3 years)	\$22.8130	\$47,451
Step 5 (after 4 years)	\$23.2784	\$48,419

November 1, 2022 1.5% **Economic Adjustment**

<u>Residential Support Worker (RSW)</u>		
	<u>Hourly Rate @</u> <u>2080 Hours</u>	Annual rates
Step 1 (start)	\$21.7933	\$45,330
Step 2 (after year 1)	\$22.2382	\$46,256
Step 3 (after 2 years)	\$22.6921	\$47,199
Step 4 (after 3 years)	\$23.1552	\$48,163
Step 5 (after 4 years)	\$23.6276	\$49,145

November 1, 2023 3% **Economic adjustment**

<u>Residential Support Worker (RSW)</u>		
	<u>Hourly Rate @</u> <u>2080 Hours</u>	Annual rates
Step 1 (start)	\$22.4471	\$46,690
Step 2 (after year 1)	\$22.9054	\$47,643
Step 3 (after 2 years)	\$23.3728	\$48,615
Step 4 (after 3 years)	\$23.8499	\$49,608
Step 5 (after 4 years)	\$24.3364	\$50,620

October 31, 2024 0.5% **Economic adjustment**

<u>Residential Support Worker (RSW)</u>		
	<u>Hourly Rate @</u> <u>2080 Hours</u>	Annual rates
Step 1 (start)	\$22.5593	\$46,923
Step 2 (after year 1)	\$23.0199	\$47,881
Step 3 (after 2 years)	\$23.4897	\$48,859
Step 4 (after 3 years)	\$23.9691	\$49,856
Step 5 (after 4 years)	\$24.4581	\$50,873

Wages for probationary employees shall commence at Step 1 rate at the date the employee commences employment as a probationary employee.

Wages for Term Employees shall be paid at the greater of the rate the Casual employee receives at the date of appointment to a Term Position or at the Step 1 rate at the date of appointment to a Term Employee.

Regular full-time or part-time employees who take a Term Position will be paid their regular rate of pay for their years of service.

Wages for Head of House \$2.50 per hour greater than Step 5

2. Effective the date of ratification of the contract, all active Employees who meet the required standards for the position as set out by the Department of Community Services are eligible for the following:

- a. Shift Differential:

Employees shall receive a shift differential of \$2.35 an hour for all regular hours worked between 6 p.m. and 6 a.m.

- b. Weekend Premium:

Employees shall receive a weekend premium of \$2.35 an hour for all regular hours worked between midnight Friday and midnight Sunday.

- c. Shift differential and weekend premiums shall not apply to Night Sleep Shifts.

- d. There is no pyramiding of benefits and shift differential and weekend premiums shall not apply when calculating overtime, retroactive pay, sick leave, RSP, or any other benefit under the Collective Agreement.

- e. For greater clarity premium pay for nights and weekends does not apply to Casual Employees.

3. Night sleep: Effective the first pay period following the signing of this agreement, an employee working a night sleep shall receive a stipend for the eight (8) hour shift equivalent to eight times (8x) the Nova Scotia minimum wage rate which currently translates to \$84.60. The Night Sleep Shift may include a maximum of two (2) active hours and sleep hours, all of which will be deemed to be equivalent to four (4) hours work for the purpose of the collective agreement, except where expressly stated otherwise.

A Night Sleep Shift may be schedule in excess of eight (8) hours as required and compensation with be adjusted accordingly.

4. Retroactive Pay: To receive retroactive pay, the Employee must be actively employed by the Employer at the time retroactive pay is being disbursed. Employees who were not employed during the entire retroactive period, but are currently employed will receive the relevant rate increase, prorated from their date of hire.

APPENDIX “B”

Term Employees

Notwithstanding the term “Employee” as used in the Agreement, and for Greater clarity, term Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

PREAMBLE – In its entirety

ARTICLE 1: DEFINITIONS- In its entirety

ARTICLE 2: RECOGNITION- In its entirety

ARTICLE 3: MANAGEMENT RIGHTS- In its entirety

ARTICLE 4: DISCRIMINATION- In its entirety

ARTICLE 5: STRIKES AND LOCKOUTS- In its entirety

ARTICLE 6: UNION ACTIVITY- In its entirety

ARTICLE 7: UNION CHECKOFF- In its entirety

ARTICLE 8: BULLETIN BOARD SPACE- In its entirety

ARTICLE 9: INFORMATION - In its entirety

ARTICLE 11: DISCIPLINE & DISCHARGE – 11.01(b), 11.02, 11.04, 11.05 only

ARTICLE 12: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES- 12.01, 12.02 only

ARTICLE 13: JOB POSTING – In its entirety

ARTICLE 14: HOURS OF WORK – In its entirety

ARTICLE 15: OVERTIME – In its entirety

ARTICLE 16: STANDBY AND CALLBACK – In its entirety

ARTICLE 17: TRAVEL AND EXPENSES – In its entirety

ARTICLE 18: PAY PROVISIONS – In its entirety

ARTICLE 19: VACATION – The Term Employee shall receive (4%) Vacation pay on earnings during each pay period

ARTICLE 20: HOLIDAYS - In its entirety

ARTICLE 21: LEAVES OF ABSENCE – 21.03, 21.05, 21.06, 21.07, 21.09, 21.10

ARTICLE 23: LAYOFF, RESIGNATION OR DISCHARGE 23.01

ARTICLE 24: GRIEVANCE AND ARBITRATION – In its entirety

ARTICLE 27: DAMAGE TO EMPLOYEE PROPERTY - In its entirety

ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY - In its entirety

ARTICLE 29: LABOUR MANAGEMENT COMMITTEE - In its entirety

ARTICLE 30: INJURY ON DUTY - In its entirety

ARTICLE 33: DURATION AND RETRO ACTIVITY - In its entirety

Appendix A – In its entirety

Appendix B – In its entirety

Memorandum of Understanding 1, & 2 – In its entirety

MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

GATEWAY HOMES INCORPORATED

AND

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

The Union agrees not to picket any of the resident's homes during a strike. The current homes are at the following locations:

16 Richards Drive
12 Frederick Street
7 Ernest Avenue
60 Sarto Drive
6 Pinehill Road
99 Spikenard Street

For the Employer

For the Union

MEMORANDUM OF UNDERSTANDING #2

BETWEEN:

GATEWAY HOMES INCORPORATED

AND

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

If a client has special circumstances, and requires support from an existing caregiver to transition into his or her home at Gateway, it is agreed that the existing caregiver may be scheduled for regular shifts, provided that there is no reduction to the complement hours of regularly scheduled Bargaining Unit Employees.

For the Employer

For the Union