

COLLECTIVE AGREEMENT

between

Supportive Housing Youth Focus Team
(Hereinafter referred to as the "Employer")

and

Nova Scotia Government and General Employees Union
(Hereinafter referred to as the "Union")

Effective

June 14, 2024 to March 31, 2028

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ARTICLE 1- DEFINITIONS

Definitions

- (a) **"Agreement"** - means the Collective Agreement between Supportive Housing Youth Focus Team (SHYFT) and the Nova Scotia Government and General Employees Union.
- (b) **"Bargaining Unit"** means all Full-Time, Part-Time, Term, and Probationary Employees of Supportive Housing Youth Focus Team (SHYFT).
- (c) **"Business Day"** excludes Saturday, Sunday, and Holidays recognized pursuant to Article 21.01, unless specified otherwise in this Agreement.
- (d) **"Casual Employee"** means a person hired on a day-to-day basis or as relief for an employee in the Bargaining Unit.
- (e) **"Employee"** means a person who is included in the Bargaining Unit.
- (f) **"Employer"** means Supportive Housing Youth Focus Team (SHYFT).
- (g) **"Holiday"** means the twenty-four (24) hour period commencing at 00:01 hours on a day designated as a holiday, pursuant to Article 21.01.
- (h) **"Permanent Employee"** is:
 - i. A "Full Time Employee" who is a member of the Bargaining Unit and is employed to work the standard hours of work outlined in Article 14.01(a) on a regularly scheduled and recurring basis; or
 - ii. A "Part Time Employee" who is a member of the Bargaining Unit and is employed to work on a regularly scheduled basis less than the standard hours of work for Full Time Employees, as set out in Article 14.01(b). The Part Time Employee shall be entitled to all the benefits of the Collective Agreement on a pro rata basis except where expressly provided otherwise.
- (i) **"Probationary Employee"** is an Employee hired for a permanent position who has not completed the probationary period.
- (j) **"Seniority"** means the length of continuous employment from the most recent date of hire to a permanent position in the bargaining unit.
- (k) **"Service"** means paid time with the Employer in a permanent position, except as expressly provided otherwise.

- (l) **"Student Placement"** means a person from a recognized educational institution who is participating with the Employer in a practicum. The Student Placement is not a member of the Bargaining Unit and is not covered by the Collective Agreement. The Student Placement shall not reduce the hours of work or benefits of Bargaining Unit members.
- (m) **"Term Employee"** means an employee who is hired to replace an incumbent on an approved leave of absence not to exceed eighteen (18) months, unless extended by mutual agreement between the Union and the Employer. Term Employees shall be covered by the provisions of the Collective Agreement as set out in Appendix B.
- (n) **"Union"** means the Nova Scotia Government and General Employees Union (NSGEU).
- (o) **"Union Representative"** means any person designated by the Union.

1.01 Gender

The Union and the Employer support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 2- RECOGNITION

2.01 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for the Bargaining Unit covered by this Collective Agreement, as described by Certification Order No. LB-2357 of the Nova Scotia Labour Board

2.02 No Mutual Agreements

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

2.03 Application

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

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

3.02 Consistent Application

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

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

4.01 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any Employee on any grounds defined in the Nova Scotia Human Rights Act, except as authorized by the Human Rights Act, or any other law. These grounds include age, race, colour, religion, creed, sex, sexual orientation, gender identity, gender expression, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, that individual's association with another individual or class of individuals having characteristics contained herein.

- 4.02 The Employer and the Union agree that Employees covered by this Collective Agreement shall not be subject to harassment as outlined in the Employer's policy on Respect in the Workplace. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.
- 4.03 The Employer shall provide and the Union and Employees shall support a workplace free from personal or sexual harassment and any other harassment based on the protected characteristics set out in Article 4.01. The Employer shall maintain a policy on workplace harassment.

4.04 Domestic Violence

The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all Employees and will be reviewed regularly. Such policy shall explain the appropriate action to be taken in the event that an Employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect Employees confidentiality and privacy while ensuring workplace safety for all.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

- (a) During the life of this Agreement, and pursuant to the *Trade Union Act*, no Employee(s) shall strike, and the Employer shall not lock out Employees.
- (b) The words “strike” and “lockout” shall be as defined in the *Trade Union Act*.

ARTICLE 6 – UNION ACTIVITY

6.01 Leave for Union Business

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

6.02 Recognition, Rights and Duties of Stewards

- (a) The Employer recognizes the Union's right to select stewards and alternates to represent Employees. The Union agrees to provide the Employer with a list of Employees designated as stewards. The Employer shall submit a list of managers to the NSGEU.
- (b) Subject to operational requirements, a steward is entitled to leave work during working hours to participate in a discipline meeting called by the Employer. Leave for this purpose shall be without loss of regular pay.

6.03 No Loss of Service, Seniority or Benefits

While on leave for Union business pursuant to Article 6.01, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on Union business pursuant to Article 6.01 provided the Union reimburses the Employer for the Employer's costs of benefits for the period of such leave pursuant to Article 6.01.

6.04 Collective Agreement Negotiations

Leave of absence with pay for Union leave shall be granted to two (2) Employees to attend negotiation sessions with the Employer for a renewal of this Agreement. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the negotiations.

6.05 Leave of Absence for Union Executive Positions

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

- (a) An Employee elected to one of the above noted full-time Union Executive positions shall notify the Employer as soon as possible after declaring their intention to seek the office.
- (b) An Employee elected or appointed one of the above noted full-time Union Executive positions shall be given leave of absence without pay for the term(s) they are to serve.
- (c) A leave of absence for the second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, but the Union shall provide the Employer with one month's notice of the date of commencement of the leave.
- (e) Upon the expiration of their term(s) of office, the Employee shall be reinstated to the same or equivalent position they held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave (subject to Article 6.05 (g)), no loss of Seniority

accrued to the commencement of the leave, and no loss of Service accrued to the commencement of the leave.

- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to the Employee assuming the office of President shall be paid out to the Employee at the time they commence the leave.
- (g) Subject to the approval of the plan carrier and Article 26, the Employee's group insurance benefits may continue in effect while the Employee is serving as one of the above noted full-time Union Executive positions and, for such purposes of eligibility for benefits only, the Employee shall be deemed to be in the employ of the Employer. Subject to the approval of the plan carrier, for the purpose of the group rating of benefits and for the purposes of any benefits to be paid to the Employee, notwithstanding any salary paid to the Employee by the Union, the Employee's salary shall be deemed for the purpose of the Article only to be the salary the Employee was earning at the time the leave commenced. The Employee is subject to all changes in benefits (if any) that occur during their leave that affect all Employees or that affect the individual Employee's benefits. Any determination of benefits paid out by the Plan Carrier to the Employee shall be at the discretion of the Plan Carrier.
- (h) Subject to the approval of the group RRSP plan and plan requirements and Article 27, the Employee may continue to qualify for group RRSP plan contributions during their leave, but the Union and/or the Employee shall be solely responsible for the Employer's and Employee's contributions to the pension plan for the duration of the Employee's leave under this Article. For the purposes of group RRSP contributions, notwithstanding any salary paid to the Employee by the Union, the Employee's group RRSP contributions shall be limited to the amount of contributions made by the Employee and Employer for the position held by the Employee at the time their leave for president commenced.
- (i) Notwithstanding paragraphs (b) and (c), but subject to paragraph (g) and (h), the gross salary of the position shall be determined by the Union, and paid by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (j) Subject to paragraphs (g) and (h), the Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension, and group insurance premiums made on behalf of the Employee during the period of the leave of absence. The Union shall notify the Employer of the income tax to deduct from the president's salary and shall indemnify the Employer for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 6.05.

ARTICLE 7 – UNION DUES

7.01 Deduction of Union Dues

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

7.02 Notification of Deduction

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

7.03 Remittance of Union Dues and Membership Information

The amounts deducted from the pay of the Employee in accordance with Article 7.01 shall be remitted to the Secretary-Treasurer of the Union by the 15th of the following month and shall be accompanied by the name of the Employee and note if they are a Full-time Employee or a Regular Part-time Employee, the amount of deduction made on her/his behalf, mailing address and email for new hires. The Employer shall also advise the Union of any leaves of absences or terminations.

7.04 Liability

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

ARTICLE 8 – MEMBERSHIP COMMUNICATION

8.01 Membership Communication

The Union may have a binder for the inclusion of Union material for the purpose of communicating to its members.

ARTICLE 9- INFORMATION

9.01 Copies of Agreement

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

9.02 Statement of Appointment

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

9.03 New Employees

- (a) The Employer agrees to provide each Bargaining Unit member with a copy of the Collective Agreement and for new Employees, upon hire into a Bargaining Unit position.
- (b) The Employer shall inform the Secretary of the Local on a monthly basis of the hiring of new Employees, of the said Employees' names, dates of hire and positions.
- (c) Subject to operational requirements, during a work shift, Stewards or a designate will be given fifteen (15) minutes paid to meet and orient new employees.

9.04 Position Descriptions

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

ARTICLE 10 – PROBATIONARY PERIOD

10.01 Probationary Period

- (a) All newly hired Employees to a permanent position shall serve a probationary period of three (3) months. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.
- (b) This probationary period may be extended by the Employer. The Employer shall notify the Employee at least two (2) weeks prior to the expiry of the probationary period setting out the reasons for the extension in writing.

10.02 Termination of Probationary Employee

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

10.03 Confirmation of Permanent Appointment

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

10.04 Compensation for Orientation and Training Shifts

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

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01 Discipline and Discharge

- (a) No Employee who has successfully completed the probationary period shall be disciplined, except for just and sufficient cause.
- (b) A Union Steward shall be present in any meeting with an Employee in which the Employee is disciplined, suspended or discharged. The Employee may, in writing, waive the right to have a Union Steward present. The Union shall receive a copy of the Employee's letter of discipline\discharge.
- (c) The Employer supports a system of progressive discipline.

11.02 Notification

- (a) Where an Employee is suspended or discharged, the Employer shall, within two (2) working days of the meeting referred to in Article 6.02(b) or during such meeting, notify the Employee in writing by email, certified mail, or by personal delivery, stating the reason for the suspension or discharge. A written copy will be provided to the Union.
- (b) Discipline imposed on an Employee shall not be introduced as evidence at a hearing relating to discipline if the Employee was not informed of the disciplinary matter when it was imposed.

11.03 Grievance

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

ARTICLE 12 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

12.01 Evaluations

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

12.02 Access to Personnel Files

Employees shall be entitled to review their personnel files at the Employer's premises at an Employer-Employee mutually agreeable time.

12.03 Disciplinary Documentation

Where documentation of disciplinary action exists in an Employee's files, and where formal disciplinary action has not occurred for a period of two (2) years of paid time following the date of the documentation, such documentation shall be expunged from the Employee's personnel file. It is understood that the period of time referred to herein includes the disciplinary record of Employees prior to the signing of the first Collective Agreement.

ARTICLE 13 – JOB POSTING

13.01 Permanent Position

- (a) When a new position or vacancy occurs within the Bargaining Unit, the Employer shall communicate a notice of such new position or vacancy via email and the posting will be open for a minimum of seven (7) calendar days.
- (b) On job postings, including term positions, all applicants will be assessed on the basis of their ability and qualifications. Where these are relatively equal, the senior applicant in the bargaining unit shall receive the position.

13.02 Permanent Employee Filling Term Position

A Permanent Employee who fills a term position that is posted pursuant to Article 13.01 shall maintain permanent status. However, a permanent Full Time Employee who fills a term Part Time position will receive permanent Part Time Employee benefits referred to in Articles 20.08, 21.06, and 23 and a permanent Part Time Employee who fills a term Full Time position will receive permanent Full Time Employee benefits referred to in Articles 20.01, .02, .03, .04, .05, .06, .07;

21.01, .02, .03, .04, .05, , 23, 26 (with the exception of long-term disability insurance "LTD"), and 27.

ARTICLE 14 – HOURS OF WORK

14.01 Regular Hours of Work

- a) The regular hours of work for full-time Employees shall be forty (40) hours weekly unless mutually agreed by the parties due to operational requirements.
- b) The regular hours of work for Part-time Employees shall be less than forty (40) hours weekly

14.02 Paid Breaks

The Employer agrees that subject to operational requirements (e.g. necessary staffing, crisis, urgent work, etc.) it is intended that Employees receive the equivalent of two (2) paid fifteen (15) minute breaks and a thirty (30) minute paid meal break in accordance with the Employer's policy during an 8 (eight) hour regular shift. Where an Employee works a twelve (12) hour shift, there shall be the equivalent of an additional fifteen (15) minute paid break granted. Prior to taking any break referred to above, the Employee will inquire with their manager (or in the event the manager is not available, inquire with their on-shift colleagues) as to whether the operational requirements permit the Employee to take a break.

14.03 Posting of Master Schedule

The Master Schedule shall be posted at least four (4) weeks in advance.

14.04 Changes to Master Schedule

- (a) The Employer agrees to maintain a master schedule.
- (b) The Employer may change the existing master schedule by providing, if operationally reasonable, a minimum of eight (8) weeks' notice to Employees affected by the change.

14.05 Changes to Individual Schedule

Subject to operational requirements, changes to an Employee's schedule after it has been posted may be made by the Employer provided forty-eight (48) hours notice has been given to the Employee.

14.06 Exchange of Shifts

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

14.07 Staff Meetings

An Employee will receive a minimum of two (2) hours pay for attendance at scheduled program team meetings outside of their scheduled work hours and will be paid at overtime rate if applicable.

14.08 Assigning Vacant Shifts

- (a) Vacant shift means one that becomes vacant due to the absence of a Permanent or Term Employee.
- (b) Permanent Employees shall be eligible to be assigned to vacant shifts in accordance with Memorandum of Understanding #1.

14.09 Variation in Hours of Work- Outreach Worker and Housing Navigator

- (a) The Outreach Worker and Housing Navigator may utilize a flexible working hours schedule which are at variance with the standard hours as stated in Article 14.01.
- (b) The regular work week may be extended for equal time off, at a mutually agreed time and subject to operational requirements.

14.10 Remote Work- Outreach Worker and Housing Navigator

- (a) The Union and the Employer agree that the Housing Navigator's primary work location will be their home office.
- (b) The Union and the Employer agree that the Outreach Worker's work locations will be their home office and the SHYFT House.
- (c) Employees will be subject to the Work at Home Requirements policy. The Employer agrees to consult with the Union regarding any material changes to this policy.

ARTICLE 15 – OVERTIME

15.01 Application

Overtime for Employees shall apply to all hours in excess of forty-eight (48) hours per week.

15.02 Authorization of Overtime

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

15.03 Overtime Compensation

Compensation for overtime for Full-time Employees and Regular Part-time Employees is in the form of time off or pay, as mutually agreed between the Employee and Employer. If time off is elected, such time off in lieu shall be taken by mutual agreement of the parties.

15.04 Computing Overtime

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

ARTICLE 18 – TRANSPORTATION

18.01 Reimbursement

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

ARTICLE 19 – RATES OF PAY

19.01

- (a) An online statement of earnings and deductions will be made available to each employee. Vacation, Holiday and Overtime Banks will be included.
- (b) If an Employee has a shortfall in their pay the Employer shall pay the shortfall to the Employee within twenty-four (24) hours of being notified by the Employee.

- (c) Effective date of ratification the Employer shall pay wages bi-weekly (or pursuant to current practice) in accordance with Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 20 – VACATIONS

20.01 Vacation Year

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

20.02 Vacation Entitlement – Permanent Full Time Employees

- (a) Permanent Full Time Employees shall earn vacation at the following rates effective date of signing of this Agreement.
 - (i) during the first three (3) years of service – two (2) weeks' vacation
 - (ii) after the third (3rd) year of service– three (3) weeks' vacation
 - (iii) after ten (10) years of service – four (4) weeks' vacation

20.03 Vacation Entitlement – Permanent Part Time Employees

- (a) Part Time Employees with less than three (3) years' service shall receive four percent (4%) of wages as vacation pay; with more than three (3) years' service shall receive six percent (6%) of wages as vacation pay; and with more than ten (10) years' service shall receive eight percent (8%) as vacation pay.
- (b) No Part Time Employee in the employ of the Employer on the date of certification shall suffer a reduction in vacation.

20.04 Notice of Vacation and Application of Seniority

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

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

20.05 Vacation Leave upon Separation

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

20.06 Vacation Information

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

20.07 No Recall During 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 his/her vacation and, subsequent to their vacation approval, has their vacation cancelled or is recalled to work shall have such expenses reimbursed by the Employer. It is the responsibility of the employee to advise the Employer at the time of recall that they will be submitting a claim for vacation expenses incurred or that potential for such a claim exists. The employee shall be required to submit proof of expenses when making a claim for reimbursement.

20.08 Illness During Vacation

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

ARTICLE 21– PAID HOLIDAYS

21.01 Paid Holidays

The paid holidays designated for Employees shall be:

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

21.02 Holiday Pay

When a holiday listed in Article 21.01 falls on a scheduled day off, the Employee shall receive eight (8) banked in lieu hours for the holiday which can be taken at a time mutually agreed between the Employer and Employee.

21.03 Work on a Paid Holiday

When an employee is scheduled to work and works on a holiday listed in Article 21.01 the Employee shall be paid the overtime for hours worked and shall receive eight (8) banked in lieu hours.

21.04 Christmas or New Year's Day Off

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

21.05 Holiday During Paid Vacation

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

21.06 Permanent Part Time Employees

- (a) The following shall be paid holidays for all part-time employees:
 - 1. New Year's Day
 - 2. Good Friday
 - 3. July 1
 - 4. Labour Day
 - 5. Christmas Day
- (b) A Part time employee will receive prorated paid holidays and at least the holidays provided in Article 21.06 (a).
- (c) A Part-Time Employee who works on Remembrance Day shall receive eight (8) hours pay. The entitlement to holiday pay is subject to having received pay for at least fifteen (15) of the thirty (30) calendar days before Remembrance Day.

ARTICLE 22 – LEAVES OF ABSENCE

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

22.01 Special Leave

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

22.02 Bereavement Leave

- (a) In the event of a death of a family member, the employee will be granted up to five (5) consecutive days paid bereavement leave to mourn the loss of spouse, parent, guardian, child, ward, grandparent, grandchild, sibling, parent-in-law, child-in-law, sibling-in-law, sibling, sibling-in-law, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) If the death occurs in the Employee's immediate family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of the Employee's scheduled shift.

- (c) Subject to paragraph (e) every employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a colleague or client.
- (d) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (e) The Executive Director or designate, may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Executive Director or designate for the death of persons other than the aforementioned persons in paragraph (a) and (c).
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation or sick leave credits.
- (g) In the event that the funeral or interment of a relative listed in Article 20.02 (a) occurs later than the period of bereavement leave, the Employee may defer a portion of bereavement leave to attend.

22.03 Pregnancy Leave

As per the Labour Standards Code, 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 sixteen (16) 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 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.

22.04 Parental Leave

As per the Labour Standards Code, an employee who has been employed by the Employer and 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.

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;

- (a) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
- (b) shall end not later than sixty-one (61) weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks notice of the date upon which the leave will end.
- (c) The maximum combined pregnancy leave and parental leave to which an employee is entitled is seventy-seven (77) weeks.

22.05 Parental Leave for Adoptive Parents

As per the Labour Standards Code, 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.

22.06 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 22.03, 22.04, 22.05.

- (b) An employee is entitled to only one interruption and deferral of leave pursuant to Article 22.03, 22.04, 22.05.
- (c) When an employee returns to work upon the expiration of the period referred to in Article 22.03, 22.04, 22.05, the Employer shall permit the employee to resume work:
 - (i) in the position held by the employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
 - (ii) with no loss of benefits accrued to the commencement of the leave; and
 - (iii) with no loss of seniority for the period of absence.
- (d) While an employee is on pregnancy, parental or adoptive leave, the Employer shall maintain coverage for group insurance benefits and shall continue to pay its share of the premium costs for maintaining such coverage during the period of pregnancy, parental, or adoptive leave.

22.07 Continuation of Group Insurance Coverage

When an Employee commences pregnancy leave an Employee may continue group insurance coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the Employee, and the Employer will remit the premium to the insurer

22.08 Notice for Leaves

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

22.09 Paid Leave for Birth of Child

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

22.10 Educational Leave

- (a) If approved by the Executive Director, Employees who have been in the employ of the organization for one (1) or more years shall be eligible for educational leave that will enhance their current position without pay for a period of up to twelve (12) months.
- (b) While on educational leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's seniority and service shall be deemed to be continuous. However, service accumulated during such educational leave shall not be used for the purposes of calculating vacation leave credits, sick leave or any other benefit which accumulates based on service.

22.11 Leave for Family Illness

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

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

22.12 No Benefits During Unpaid Leave

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

22.13 Paid Emergency Day

Employees will receive one (1) day of paid Emergency Leave.

ARTICLE 23 – SICK LEAVE

23.01 Sick Leave Defined

- (a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on sick leave, shall be granted sick leave pay when unable to perform the duties of their position because of illness or injury, a required mental health wellness day, attendance at a medical or dental appointment that cannot be scheduled outside of the Employee's working hours, provided that the Employee is not otherwise receiving pay for that day, that the Employee has sufficient sick leave credits.

23.02 Amount of Sick Leave

- (a) A Full Time Employee shall earn ten (10) days per year of paid employment up to a maximum of twenty (20) days
- (b) A Part Time Employee shall earn prorated sick leave based on the Part Time Employees contracted hours.
- (c) A Permanent Employee on the seniority list on the date of signing of the first Collective Agreement shall retain their current sick leave banks and carry forward said banks to be used in accordance with Article 23.

23.03 Employer Notification and Workplace Coverage

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

23.04 Sick Leave Records

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

23.05 Unpaid Sick Leave

An Employee who is off sick beyond their entitlement for paid sick leave or Employment Insurance sick benefits shall be considered to be on unpaid leave of absence provided there is a reasonable expectation that they will return to work.

ARTICLE 24 – LAYOFF AND RECALL

24.01 Layoff

No Employee shall be laid off during the term of the Collective Agreement unless the layoff is due to lack of work or a discontinuance of a function.

24.02 Seniority is Determining Factor if Employees Relatively Equal

In the event of layoffs, the Employer will consider the affected Employees' ability, and qualifications and where the affected Employees are equal with respect to these criteria will seniority be the determining factor.

24.03 Union Notification and Consultation

- (a) 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).
- (b) The Employer and Union will meet and discuss whether there are reasonable alternatives to the layoff. Such consultative meeting shall take place as soon as reasonably possible, and in no circumstances later than ten (10) working days after the Union has been notified.

24.04 Recall Process

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

24.05 Response to Recall

An Employee who is employed with another employer at the time of recall shall give the Employer notice of their intention to return to work and shall return to the services of the Employer within two (2) weeks of notice of recall. If the Employee fails to return at that time, their name will be struck from the Seniority list and their employment will be deemed to be terminated.

24.06 Notification of Contact Information

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

ARTICLE 25 – GRIEVANCE AND ARBITRATION

25.01 Definition

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

25.02 Grievance Procedure

STEP ONE - COMPLAINT:

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

STEP TWO - GRIEVANCE:

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

STEP THREE:

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

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

25.03 Right to Union Representative

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

25.04 Extension of Time Limits

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

25.05 Policy Grievance

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

25.06 Employer to Inform Union

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

25.07 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

25.08 Voluntary Mediation

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

25.09 Appointment of Single Arbitrator

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

- (a) are able to agree upon the arbitrator, then such arbitrator shall be properly appointed.

- (b) are unable to agree upon the arbitrator, then the Minister of Labour, Skills and Immigration shall appoint.

25.10 Arbitration Fees and Expenses

Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*.

ARTICLE 26 – GROUP BENEFITS PLANS

26.01 Group Benefit Plans

- (a) The Employer will continue to offer to all employees a group insurance and medical/dental benefit plan as exists at the coming into force of this Collective Agreement unless amended by mutual consent.
- (b) Participation in the group insurance benefits package is optional.
- (c) Eligibility for the group insurance benefits package becomes effective after three (3) months of employment.
- (d) The eligibility requirements and benefits between an employee and the Employer are those specifically stated under the applicable insurance contracts.
- (e) The Employer and Employees shall cost share on a fifty percent/fifty percent (50%/50%) basis the total cost of premiums for Group Benefits.

26.02 Participation While on Unpaid Leave

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

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

ARTICLE 27 – GROUP RRSP

- 27.01** Each permanent employee has the options to contribute to the Group Registered Retirement Plan (RRSP).
- 27.02** The Employer shall match employee contributions to this plan up to the rate of three (3%) percent of regular wages.
- 27.03** The Union and the Employer shall agree to rules governing the RRSP plan, copies of which will be available to all employees.

ARTICLE 28 – DAMAGE TO EMPLOYEE PROPERTY

28.01 Damage to Employee Property

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

ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE

29.01 Labour Management Committee

The Union and the Employer agree to maintain a Labour Management Committee. The Committee shall comprise two (2) representatives each of the Union and the Employer. The Committee shall determine a schedule of meetings setting out a meeting each second month, or more or less frequently if mutually agreed. Meetings shall be scheduled in such a way as to give due consideration to the Employer's normal operations and to the convenience of the parties. The chairing of meetings shall rotate between the President of the Local, or designate, and the Executive Director, or designate. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all Employees.

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

The Committee shall be responsible for:

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

The parties agree to meet to investigate options for the group benefit plans during the life of the agreement.

(e) **Occupational Health and Safety**

The Employer and Employees will work together to discuss and promote occupational health and safety in the workplace.

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

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

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

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

ARTICLE 31 – SENIORITY

31.01 Seniority List

- (a) A Seniority list shall be established by the Employer for all permanent Employees in the Bargaining Unit, showing the name and Seniority date of each Employee who has acquired Seniority under this Agreement. If two (2) or more Employees are hired on the same date, their first day of work shall determine their Seniority ranking. If two (2) or more Employees start work on the same day, a random draw will be done to establish Seniority in the presence of the Local President or Union designate.

- (b) These Seniority lists will be brought up to date every six (6) months and at each revision will be placed in the Union binder in each work location during the months of January and July. Employees shall have thirty (30) days to file any corrections to the seniority list. In the absence of any corrections agreed to by the parties, the list shall be deemed accurate.
- (c) A copy of the Seniority list will be sent to the Union.

31.02 Filling Management Positions

- (a) An Employee who fills a management position that is outside the Bargaining Unit shall retain Seniority for a period of eighteen (18) continuous months but shall not accumulate seniority while in the management position. If after eighteen (18) months the Employee does not return to the bargaining unit, all seniority shall be lost. The eighteen (18) month period may be extended by mutual agreement of the parties.
- (b) While in the position outside the Bargaining Unit, the Employee shall not pay Union dues, nor shall the Union have a duty to represent the Employee in any matter arising out of their position outside the bargaining unit. However, the Union reserves the right to represent the Employee where, upon completion of a temporary appointment to the excluded position, the Employee's return to the bargaining unit is jeopardized.
- (c) An Employee who fills a position outside the Bargaining Unit pursuant to (a) and (b) above shall be eligible to apply for a Bargaining Unit position during the period that the Employee retains seniority.

31.03 Loss of Seniority

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

- (a) Resignation and the resignation has not been revoked by the Employee within forty-eight (48) hours of being served on the Employer.
- (b) Layoff which lasts more than twelve (12) consecutive months.
- (c) Being recalled to work and failing to return to the service of the Employer within fourteen (14) days of notice of recall.
- (d) Being absent from work for three (3) consecutive shifts without notifying the Employer.
- (e) Discharge and the Employee is not reinstated.

ARTICLE 32 – EDUCATION AND TRAINING

32.01 Education and Training

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

ARTICLE 33 – FUTURE LEGISLATION

33.01 Future Legislation

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

ARTICLE 34 -TERM OF THIS AGREEMENT

34.01 Term of this Agreement

This Agreement shall be binding upon both parties from June 14, 2024 to March 31, 2028. This Agreement shall continue in force from year to year thereafter unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two month period preceding the date of expiration of this agreement or any renewal thereof. Wage increases and adjustments are retroactive to June 14, 2024 and April 1, 2025 as indicated under Appendix A. All other articles of this agreement, unless otherwise specified, are effective upon ratification of this Collective Agreement.

34.02 Eligibility for Retroactive Pay

All persons who are employed as of the date of ratification are eligible for retroactive pay as indicated under article 34.01 and Appendix A, including those on approved leave.

ARTICLE 35 – BENEFIT AND BINDING

35.01 This agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns respectively.

The parties recognize that this contract has been signed on unceded Mi’Kmaq territory.

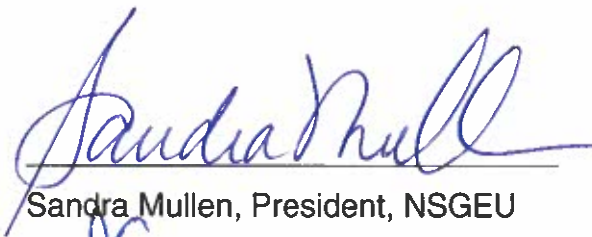
DATED at _____, Nova Scotia, this _____ day of _____, 2025.

SHYFT Youth Services

**Nova Scotia Government and General
Employees Union**



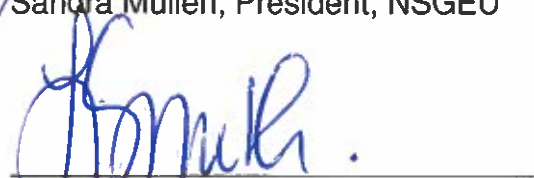
Brittany Winchester, Executive Director



Sandra Mullen, President, NSGEU



Anne Sweeney, Chair of Board of Directors



Lori Smith, Chief Negotiator



Anne Jones, Board Member



Victoria Samson, Bargaining Committee

MEMORANDUM OF UNDERSTANDING #1
Scheduling Procedure

- (a) The Employer will establish a SHYFT Staff list of Full time Employees (in descending order of Seniority) who have indicated their availability for additional work. Once this list has been established, the Employer or designate, will use the list in rotating order to offer vacant SHYFT shifts to Full time Employees to the overtime threshold as identified in Article 15.01
- (b) The Employer will establish a SHYFT Staff list Part-Time Employees (in descending order of Seniority) who have indicated their availability for work. Once this list has been established, the Employer or designate, will use the list in rotating order to offer vacant SHYFT shifts.
- (c) Once the available shifts are distributed any remaining vacant shifts may be offered to Casual Employees.
- (d) Short Notice Vacancies:
Notwithstanding the foregoing, for vacant shifts that must be filled within one (1) working days the Employer shall assign the shift in whatever manner it deems necessary.

APPENDIX "A"
WAGES

Classification	June 14, 2024	April 1, 2025 3%	April 1, 2026 2%	April 1, 2027 2%
Key Worker	\$24.00	\$24.72	\$25.21	\$25.72
Youth Support Worker	\$22.00	\$22.66	\$23.11	\$23.57
Youth Outreach Worker	\$24.00	\$24.72	\$25.21	\$25.72
Housing Navigator	\$28.00	\$28.84	\$29.42	\$30.00

APPENDIX "B"

TERM EMPLOYEES

Full Time and Part Time Term Employees shall be covered by the provisions of the Collective Agreement as expressly provided below:

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

All Employees (hired for a term of at least six (6) months will be eligible for vacation as defined within - Articles 21.01, .02, .03, .04, .05, .06, .07 only

Article 21 - Paid Holidays- In its entirety

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

Article 23 - Sick Leave- In its entirety

Article 25 - Grievance and Arbitration - In its entirety

Article 26 - Group Benefit Plans

(a) All Employees hired for a term over six (6) months shall participate in and pay the premiums associated with life insurance ("Life"), accidental death, and dismemberment insurance ("AD&D").

(b) Unless they have coverage through a spouse or common-law partner, Employees shall participate in and pay the premiums associated with health and dental insurance benefits.

(c) The terms and conditions, including the premiums, of the life insurance, AD&D, health and dental insurance benefits (collectively referred to as "Group Benefits") may be changed from time to time at the Employer's discretion.

Article 27 - Group RRSP

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

Article 28 - Damage to Employee Property - In its entirety

Article 29 - Labor Management Committee - In its entirety

Article 30 - Occupational Health and Safety - In its entirety

Article 31 - Seniority- In its entirety

Article 34 - Duration and Retroactivity - In its entirety

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

Appendix "B" - Term Employees - In its entirety

MOU #2 - Schedule Procedure- In its entirety

Direct Hire Into Permanent Position

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

Notice of Termination of Term Appointment

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

APPENDIX "C"
SENIORITY LIST

Notwithstanding the definition of Seniority pursuant to Article 1.01(j) of the collective agreement, the parties agree to the Seniority List exchanged on 10/6/25