

COLLECTIVE AGREEMENT

between

**GUYSBOROUGH COUNTY HOME SUPPORT AGENCY
SOCIETY
RICHMOND COUNTY DIVISION**

(Hereinafter referred to as the “Employer”)

and

**NOVA SCOTIA GOVERNMENT
AND GENERAL EMPLOYEES UNION**
(Hereinafter referred to as the “Union”)

Expiry Date: March 31, 2012

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NOTE For ease of reference an asterisk (*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as provision for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either party alleges that the Agreement has been violated.

The mission of Guysborough County Home Support Agency Society - Richmond County Division is to provide quality care to clients of all ages living in Richmond County who have unmet needs. Our mission is to provide the care enabling these clients to remain safely in their own home environment while maintaining maximum independence. Guysborough County Home Support Agency Society - Richmond County Division delivers intermittent service to Home Care Nova Scotia clients 7 days a week.

*ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

*1.01 Definitions

For the purposes of this Agreement:

“Agreement” means the Collective Agreement between the Guysborough County Home Support Agency Society - Richmond County Division and the Nova Scotia Government and General Employees Union.

“Bargaining unit” - is the unit for collective bargaining covering all persons employed by the Guysborough County Home Support Agency Society - Richmond County Division as home support workers, office staff and support staff except those persons excluded by subsection 2 of Section 2 of the Trade Union Act.

"Casual employee" - means a person who is assigned on an ad hoc basis as required to perform work that could not be assigned in accordance with Article 10 including unforeseen client demands and deficiencies in the schedule. Casual employees are excluded from the bargaining unit. A Casual employee who has regularly worked more than sixty (60) hours per month on a consistent basis for at least four (4) months shall be considered a bargaining unit employee at the end of such four (4) month period. The day after the end of such four (4) month period shall be considered the person's date of hire as an employee with the Employer.

“Employee” means a person employed on a full-time or regular part-time basis within the bargaining unit.

“Employer” - means the Guysborough County Home Support Agency Society - Richmond County Division.

“Holiday” - means the twenty-four (24) hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 13.

“Hours worked” - includes direct hours of client care, paid travel time, paid breaks, staff meetings, time paid for administrative duties, and paid time for training and education.

***“Probationary period”** – a period not to exceed nine hundred ten (910) hours worked. The probationary period may be extended by mutual written agreement between the Employer and the Union.

“Regular Hours paid”- includes hours worked including the straight time equivalent of overtime hours worked, designated paid holidays, paid vacation, paid sick leave, paid leaves of absence, and leaves of absence for Union business in accordance with Article 6. Regular Hours Paid shall not exceed two thousand and eighty (2080) hours for any Home Support Worker employee in a calendar year. Regular Hours Paid shall not exceed one thousand nine hundred and fifty (1950) hours for any for Office and Support employee in a calendar year.

“Seniority” - shall be defined as the length of continuous employment dating from the last date of hire within the bargaining unit. Seniority shall operate on a bargaining-unit basis.

"Service" - means the total number of hours paid from the most recent date of hire with the Employer. One year of service equals one thousand eight hundred and twenty (1,820) hours paid prior to October 1, 2002, and following October 1, 2002, two thousand and eighty (2080) hours paid for Home Support Workers and one thousand nine hundred and fifty (1950) hours paid for Office and Support employees.

“Spouse” means a legal marriage partner or a live-in partner who has been identified to the Employer, in writing as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefits Plans.

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

"Union representative" - any person designated by the Union.

1.02 Gender

Where the feminine gender is used it shall be read as including the masculine gender.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the bargaining agent for all persons employed by the Employer as home support workers, office staff and support staff falling within the bargaining unit as described in Certification Order L.R.B. 4515.

2.02 No Interference with Union Activity

Neither the Employer, nor any of its supervisory employees, shall, in any way, attempt to persuade any employee to refrain from becoming an officer or representative of the Union, or from exercising lawful rights as a member of the Union.

2.03 Mutual Agreements

Except as provided in this Agreement, no employee shall be required or permitted to make any written or oral agreement with the Employer which is contrary to the terms of this Agreement.

ARTICLE 3 - UNION DUES - CHECK OFF

3.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the weekly pay of all employees in the bargaining unit.

3.02 Notification of Deduction

The Union will inform the Employer of the deduction to be made under Article 3.01.

3.03 Remittance of Union Dues

The Employer shall send the amounts deducted under Article 3.01 to the Secretary- Treasurer of the Union by one monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. At this time, the Employer shall also advise the Union in writing of all appointments, leaves of absence greater than two (2) weeks, terminations and resignations that occurred in the previous month.

3.04 Revenue Canada Tax Form

For each employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

3.05 Liability

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer agrees that there shall be no discrimination against any employee by reason of age; race; religion; creed; sex; sexual orientation; same sex family status; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity, or on any grounds established in the Human Rights Act, S.N.S. 1991, c.12.

4.02 No Discrimination for Union Activity

The Employer agrees that there shall be no discrimination with respect to any employee by reason of membership or legal activity in the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Guysborough County Home Support Agency Society - Richmond County Division under its control and to direct the workforce is vested exclusively with the Employer except as specifically abridged or modified by the provisions of this Agreement.

5.02 Consistent Application

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

5.03 Referral to Grievance and Arbitration

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 6 - UNION BUSINESS

6.01 Leave Without Pay

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as delegates to attend conventions of the union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (e) as full-time President of the Union;
- (f) for such other Union business as may be authorized by the Union.

If requested in writing by the Union, the Employer shall continue to pay the salary of any employee who is granted leave under Article 6.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

6.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the members of the Board of Directors and Bargaining Unit Negotiating Council and any other committee members, i.e. stewards, Occupational Health and Safety, Labour-Management in writing.

6.03 Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Executive Director shall grant special leave without pay, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union.
- (b) The Union shall notify the Employer of the names of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

If requested in writing by the Union, the Employer shall continue to pay the salary of any employee who is granted leave under Article 6.03 and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

6.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Executive Director shall grant special leave without pay for two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union.

6.05 Recognition, Rights and Duties of Stewards

An employee may have the assistance of a Union representative in all matters relating to labour relations between the Union and the Employer. The Employer recognizes the Union's right to select stewards and alternates to represent employees in each of the geographic areas served by the Employer. Only one steward at a time will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of her immediate supervisor or designate before leaving her work to perform her duties as a steward.

Leave for this purpose shall be with pay and shall be granted where operational requirements permit, and on reasonable notice. On resuming her normal duties, the steward shall notify her supervisor.

6.06 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 6, an employee shall continue to accrue and accumulate service and seniority credits for the duration

of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business pursuant to Article 6.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.01 Grievance Procedure

Should a dispute arise between the Employer and an employee covered by this Agreement regarding the interpretation, application, operation, or alleged violation of this Agreement, or the dismissal, discipline or suspension of an employee covered by this Agreement, the dispute will be resolved in the following manner:

- (a) Step 1 - The dispute shall be discussed between the employee and the Executive Director or their designate within twenty-five (25) working days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have her steward present at such a discussion.
- (b) Step 2 - If the dispute is not resolved orally at Step 1, the employee or the Union on their behalf shall submit a written grievance to the Executive Director or their designate within five (5) days of Step 1 and the Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within fifteen (15) days after the grievance is submitted. Such meeting may be waived by mutual agreement.
- (c) Step 3 - If the dispute is not resolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the receipt of the response at Step 2.
- (d) The time limit of twenty-five (25) days for raising a grievance at Step 1 is mandatory. Subsequent time limits are directory and the Arbitrator shall be able to override a preliminary objection that time limits were missed from Step 1 onward, provided that the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.
- (e) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits established in this Article may be altered by the written mutual consent of the parties.

7.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Step 1 may be bypassed.

7.03 Sexual Harassment and Personal Harassment

Cases of sexual harassment and/or personal harassment may be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the Union or the Employer at Step 2 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

7.04 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator agreed to by the parties. If the Employer and the Union fail to agree upon the appointment of the arbitrator within ten (10) working days of notice of arbitration in accordance with Article 7.01 (d), the appointment shall be made by the Provincial Minister of Labour.

7.05 Arbitration Procedure

The single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the arbitrator.

7.06 Arbitration Award

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act., R.S. 1994, c.475. An arbitrator shall not alter, modify or amend any part of this Agreement, nor make a decision inconsistent with the provisions of this Agreement. As provided by Section 43 (1) (d) of the Trade Union Act, the arbitrator in matters of discharge or discipline may substitute for the discharge or discipline any other penalty she deems just and reasonable.

7.07 Arbitration Expenses

Each party shall pay one-half the applicable fees and expenses of the single arbitrator.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 Entries to Files

Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the employee's personnel file before the Employer provides a copy to the employee and the Union representative.

8.02 Just Cause

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause. An employee who has not completed her probationary period may be terminated at any time during the probationary period without the Employer having to establish just cause.

8.03 Notification

When an employee is suspended without pay or discharged, the Employer shall within three (3) days notify the employee in writing by registered mail or personal service, and shall notify the Union by FAX or by personal service, stating the reason for suspension without pay or discharge. Dismissal and suspension shall be dealt with at Step 2 of the grievance procedure.

8.04 Right to Grieve Other Disciplinary Action

(a) Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee shall include suspensions and letters of reprimand.

(b) Purging files

Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of two (2) years from the date it was issued, provided there has not been any further infractions of the same nature. In the case of any employee disciplined, including letters of reprimand, for client abuse, this record shall remain in the file indefinitely.

8.05 Right to Have Steward Present

- (a) An employee shall have the right to have her steward or Union representative present at any disciplinary meeting if the employee suspects it will be disciplinary. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, in order that the employee may contact her steward or Union representative.
- (b) A steward shall have the right to consult with a Union representative.

8.06 Drug or Alcohol Dependency

Before disciplinary or other action is taken against an employee for poor work performance related to the employee's drug or alcohol dependency, the Employer shall encourage the employee to obtain a program directed to the objective of their rehabilitation. If the poor work performance persists, the Employer may terminate the employee.

ARTICLE 9 – INFORMATION

9.01 Copies of Agreement

The Employer agrees to supply copies of the Collective Agreement to:

- (a) each member of the bargaining unit;
- (b) new employees that may join the bargaining unit during the term of the collective agreement.

The Employer and the Union agree to equally share the cost of production of the copies of this Agreement.

9.02 Letter of Appointment

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's classification, pay rate and employment status. The Employer shall provide a copy of this letter to the Union.

9.03 Seniority List

An updated seniority list shall be posted in the Administration office on April 15 each year. The Employer shall send a copy of this list to the Union.

9.04 Personnel Files

- (a) Employees shall have access to their personnel file up to four (4) times a year as so requested in writing with two (2) weeks' notice and shall have the right to request and obtain a copy of the contents of the file.
- (b) In order to facilitate the investigation of a grievance, a Union representative with the written authority of an employee and with appropriate notice shall be entitled to review an employee's personnel file in the office in which it is normally kept in the presence of an authorized representative of the Employer.

9.05 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. Provisions shall be made for an employee who disagrees with the appraisal to then provide a written response to be affixed to her appraisal in her personnel file. An employee shall receive a copy of an evaluation at the time of signing.

9.06 Union-Management Consultation Committee

The Employer and the Union agree to maintain a Union-Management Consultation Committee with no more than four (4) members from each of the Employer and the Union.

This Committee shall be comprised of the Director and/or designates, and the Local Union President and other members of the bargaining unit as appointed or elected by the Local Union. The President of the Local Union and the Director shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members.

This Committee shall determine a schedule of meetings setting out a meeting each third month, or more or less frequently if mutually agreed.

An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include concerns about staffing, geographic districts or regions, orientation, issues re: workload, scheduling, transfers, re-assignment, and challenges created by short-term or long-term absences.

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.

The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect at Guysborough County Home Support Agency Society - Richmond County Division.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of Guysborough County Home Support Agency Society - Richmond County Division and the convenience of the parties, however, where meetings are scheduled during working hours members shall suffer no loss of regular pay while attending.

With reasonable advance notice to the other party and with the agreement of the other party either the Union or the Employer may invite guests to the meeting.

***ARTICLE 10 - HOURS OF WORK**

10.01 Hours of Work

- (a) The normal hours of work shall include: direct hours of client care; paid breaks (as set out in (c) herein); travel time between clients; travel time for administrative tasks; travel time for delivering and picking up paperwork as required by the Employer; travel time for staff meetings; staff meetings; and fifteen (15) minutes per day with a minimum of one (1) hour per week for administrative duties. Administrative duties are calls to clients, calls to office for changes in clients/schedules, preparation of client reports, and routine paperwork.
- (b) Hours of work for employees shall consist of up to and including forty (40) hours per week. An employee's normal hours of work shall not be considered as guaranteeing the employee minimum or maximum hours of work.
- (c) An employee who works three (3) hours or more -- but fewer than six and one-half (6.5) hours -- on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break. An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.
- (d) An employee may take up to a one-half hour unpaid meal break on a regular basis if requested with reasonable notice and such break will be scheduled.
- (e) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel time from the client before the gap in the

work schedule to the next client after the gap and so on for any further gaps in the schedule until the work day ends. Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.

- (f) For the sake of clarity in calculating travel time for staff meetings, the parties agree that staff meetings and meetings with individual employee(s) called by the Employer are treated the same as a client visit.

10.02 Reduced Hours of Work

An employee who wishes to regularly work fewer than forty (40) hours per week or to limit her availability shall so request to the Employer in writing. The Employer shall give consideration to all such requests. The Employer may subsequently withdraw in writing approval of such a request to meet operational requirements. An employee may subsequently withdraw in writing her request to work fewer than forty (40) hours per week or to limit her availability.

10.03 Scheduling of Hours of Work for Employees Listed in Appendix “B”

- (a) Subject to Article 10.04 (a) and provided that there is sufficient work, hours of work for employees listed in Appendix “B” shall consist of five (5) days, Mondays to Fridays inclusive, eight (8) hours per day including two (2) fifteen-minute paid breaks, exclusive of a one-half (0.5) hour unpaid break, in a continuous block of time ending no later than 5:00 p.m., and including one (1) hour per week for administrative duties.
- (b) In the event of an emergency, the Employer may assign hours into the evening and/or weekends. As well, if the employee listed in Appendix “B” agrees, the Employer may assign night and/or weekend hours.
- (c) By mutual agreement between the Employer and the employee listed in Appendix “B”, and subject to Article 10.04, the Employer may schedule such an employee to work at times other than indicated in Article 10.03 (a).

***10.04 Scheduling of Work for Employees**

- (a) Scheduling of work shall be subject to consideration of the geographic proximity of the assignment, consideration of client continuity and client preferences, and the employee possessing the required skills, abilities and qualifications to meet the needs of the client(s).

For the purposes of Article 10, geographic proximity shall be determined within the following areas: Isle Madame/Louisdale; Louisdale/remainder of Richmond County.

(b) Subject to 10.04 (a) and provided that there is sufficient work, the Employer shall, when preparing each one-week schedule, schedule employees for forty (40) hours per week or fewer hours if the employee's request is approved as per Article 10.02. Such scheduling shall be done in the following manner:

(1) Seniority:

(i) Rotation of Evenings and Weekends

*(A) Subject to operational requirements, employees will be required to work weekends on a rotation basis. The Employer shall determine the number of employees required to work weekends and shall schedule the most junior employees in the bargaining unit to work alternate weekends. Where operational requirements dictate an increase in the number of employees required to work on a weekend or weekends, subject to other provisions of this agreement, the Employer shall schedule the most junior employees not previously scheduled to work on the weekend/weekends and notify such employees at the earliest opportunity. Where operational requirements dictate a decrease in the number of employees required to work a weekend or weekends, subject to other provisions of this agreement, the Employer shall inform the most senior employees previously scheduled to work on the weekend/weekends that they are not required to work.

Notwithstanding the above, no employee shall be required to work two (2) consecutive weekends, unless mutually agreed.

(B) Each employee will be required to work at least one (1) evening per week. Additional evening assignments will be scheduled in accordance with Articles 10.04 (b)(1)(iii) and 10.04 (b)(1)(iv).

(ii) Daytime assignments

Subject to Article 10.04(b)(1)(i) the Employer shall make every effort to schedule daytime assignments to employees with the most seniority.

- (iii) Nighttime assignments in addition to daytime assignments

Subject to Article 10.04(b)(1)(i), if the Employer is unable to schedule an employee with forty (40) hours of daytime assignments in a week, the Employer may also assign nighttime assignments to employees in order of seniority to make up the remainder of the forty (40) hours in the week.

- (iv) If the Employer cannot meet client needs by following 10.04(b)(1)(i), (ii) and (iii), the Employer may assign work in turn and in reverse order of seniority to an employee(s) on a scheduled evening off or Saturday off or Sunday off. That employee(s) shall not be required to work more than three (3) weekends in a row.

- (2) Continuous Block of Work:

Subject to Article 10.04(b)(1), the Employer shall also make every effort to schedule employees with the most seniority with continuous blocks of work thereby minimizing gaps in work schedules.

10.05 Maximum hours

No employee shall be scheduled to work more than twelve (12) hours per day or more than forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.

10.06 Minimum rest period

- (a) The Employer shall not require an employee to work more than six (6) consecutive days of work, unless the employee agrees to do so. A normal day off shall be a twenty-four (24) hour period commencing at 12:00 a.m. and ending the next 12:00 a.m.
- (b) An employee shall be provided with a minimum of ten (10) hours off between leaving her last client visit of the day and arriving at her first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

10.07 Schedule of Work Assignments

- (a) The Employer shall provide to each employee once a week the work assignments for the next week.

- (b) Upon request, an employee may schedule an unpaid appointment with the Executive Director or her designate to discuss her schedule. The employee shall have the right to have her shop steward or Union representative present. Subject to client confidentiality, the Employer agrees to have available such data and information it deems relevant to facilitate the discussion.

10.08 Replacement hours

Only time that becomes available as an addition to the scheduled work, or because of the unavailability of an employee originally scheduled to do the work, shall be eligible as replacement hours.

10.09 Assignment of available hours between schedules

During each one-week schedule (that is, prior to preparing the next one-week schedule), the Employer shall assign hours that become available (such as new clients, fill-in for sick leave, vacation, etc.) and that are not needed for replacement hours to employees with the most seniority to make up the remainder of the potential forty (40) hours per week schedule. Such assignment of hours is subject to consideration of the regional proximity of the assignment, consideration of client continuity and client preferences, and the employee possessing the required skills, abilities and qualifications to meet the needs of the client(s).

10.10 Cancellation of Hours

When during a one-week schedule, an employee loses hours of work as a result of a cancellation of scheduled hours, the Employer shall, subject to Article 10.04, make reasonable effort to provide replacement hours on the same day as the cancellation by reassigning the affected employee to another client(s).

If replacement hours cannot be offered on the same day as the cancellation, the affected employee shall be paid up to one (1) hour of straight time and the Employer shall make reasonable effort to provide replacement hours for those cancelled hours in excess of the one (1) hour within the bi-weekly pay period, or five (5) days from the date the Agency became aware of the cancellation, whichever is greater.

If, at the expiry of the bi-weekly pay period or five (5) days referred to in the preceding paragraph, the Employer has not provided replacement hours for those cancelled hours in excess of the one (1) hour referred to above, the Employer shall pay:

- (a) the remainder of the cancelled hours not replaced, if the cancellation occurs with less than forty-eight (48) hours notice, or;

- (b) up to a maximum of one (1) additional hour per outstanding cancelled visit, if the cancellation occurs with forty-eight (48) hours or more notice.

If replacement hours are refused by an employee, there shall be no further obligation to compensate for the cancelled hours. When a cancellation occurs at the door of a client, an employee will be paid travel time and applicable kilometrage compensation to the cancelled visit and to the next client visit.

Replacement hours shall not occur on an employee's scheduled days off or exceed the provisions of Article 10.05, unless mutually agreed by the employee and the Employer.

Where an employee has a scheduled visit cancelled and has not yet been provided with an alternate assignment, such employee shall, provide a phone number at which the Employer can reach the employee during the balance of the day, up until the office closes, in the event the Employer has an alternate assignment.

10.11 Minimum day's pay

The Employer agrees that every employee shall receive a minimum of three (3) hour's pay for any scheduled work day.

10.12 Callback Compensation

An employee who is called back to work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. A callback occurs after an employee returns home from their last client visit of the day and before their next scheduled client visit.

This provision does not apply to an employee who is not required to do the work but agrees to do it and agrees to be compensated in accordance with all other provisions of the collective agreement.

***10.13 Availability Pay**

Due to the unique nature of the home support industry, the need to travel between diverse client locations and to respond to last minute schedule changes, staff are required to be available for a period of unpaid time during each shift which often results in split shifts.

*In recognition of such requirements, each employee has received since April 1, 2007 an availability pay. Since April 1, 2009 the rate has been twenty-seven and one-fifth cents (\$0.272) per hour for all hours paid. This availability pay is

incorporated into the probationary and regular rates of pay shown in Appendix "A" effective the date of ratification (July 3, 2012).

ARTICLE 11 – OVERTIME

11.01 Definitions

- (a) "overtime" means authorized work in excess of eighty (80) hours worked per biweekly pay period or ten (10) hours per day.
- (b) "time and one-half" means one and one-half (1.5) times the straight time hourly rate for the employee as provided in Appendix "A".

11.02 Overtime Compensation

An employee is entitled to time and one-half compensation for each period of overtime she works.

11.03 Form of compensation

Compensation for overtime shall be paid except where, upon request of the employee, overtime may be banked to a maximum of eighty (80) hours in the form of compensating "time off" at the rate of time and one-half. Such "lieu time" shall be taken at a time agreed upon by the Employer and the employee. Lieu time not taken by mid March shall be paid out in the last pay in March.

11.04 Overtime Allocation

Subject to operational requirements, the Employer shall make a reasonable effort to allocate overtime work on a fair and equitable basis among readily available and qualified employees.

***ARTICLE 12 – TRAVEL**

***12.01 Reimbursement**

- *(a) For travel in providing client services, an employee shall be paid either at a rate of fourteen dollars fifty-six cents (\$14.56) per working day or at the rate of forty point one five (\$0.4015) cents per kilometre. This adjustment shall become payable effective April 1, 2011 according to whichever method of reimbursement the employee has claimed effective from April 1, 2011 to the date of this provision. Employees shall advise the employer on an annual basis of their choice of per diem or per kilometer as reimbursement for travel.

Any changes to the Provincial Civil Service kilometre rate subsequent to April 1, 2011 shall be made to the kilometre rate hereunder. The daily rate

shall be similarly adjusted by the percentage rate increase applied to the kilometre rate.

Effective April 1, 2012 the daily allowance will be increased to fifteen dollars fifty cent (\$15.50).

- (b) Travel in providing client services includes travel between clients (including travel described in Article 12.01 (c)), travel for administrative tasks; travel time for delivering and picking up paperwork as required by the Employer; travel in excess of twelve (12) km daily from home to the first client; and travel in excess of twelve (12) km daily from the last client of the day to home.
- (c) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel km from the client before the gap in the work schedule to the next client after the gap and so on for any further gaps in the schedule until the work day ends.
- (d) In addition, when an employee is scheduled to work client visits that are more than two (2) hours apart on the same day, the employee shall be reimbursed at the rates in 12.01 (a) above for travel from the last client before the gap to home, and for travel from home to the first client after the gap.
- (e) If an employee moves outside of Richmond County, the County Line shall be considered her home for the purposes of Article 12.

12.02 Reporting kilometres for reimbursement

The employee shall submit on the prescribed forms a record of kilometrage weekly. Reimbursement shall be calculated for the first (1st) to the fifteenth (15th) of the month and for the sixteenth (16th) to the end of the month. The Employer shall make reasonable effort to reimburse the employee on the second pay following the fifteenth (15th) day of the month or the end of the month as the case may be.

ARTICLE 13 - HOLIDAYS

13.01 Paid Holidays

The paid holidays for employees shall be:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |

6. First Monday in August

12. any day proclaimed by the municipality or province or Federal government as a holiday.

13.02 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave, and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation and shall be given at another time.

13.03 Holiday Falling on a Saturday or Sunday

If any of the above holidays fall on a Saturday or Sunday, the Employer shall grant the holiday with pay to employees listed in Appendix "B" and to office and support employees on the day observed by Provincial Government employees.

13.04 Exception

This article does not apply to an employee who is absent without pay on both her scheduled working day immediately preceding and her scheduled working day immediately following the designated holiday. Time off without pay for Union business in accordance with Article 6 is excluded from this clause.

13.05 Holiday Pay

- (a) An employee listed in Appendix "B" shall receive holiday pay of eight (8) hours pay for each of the holidays defined in Article 13.01.
- (b) An employee not listed in Appendix "B" shall receive holiday pay to a maximum of eight (8) hours pay for each of the holidays defined in Article 13.01 pro-rated on the basis of hours paid during the two two-week pay periods immediately prior to the holiday divided by one hundred and sixty (160).

13.06 Compensation for Time Worked on a Holiday

If an employee is required to work on any of the foregoing recognized holidays, she shall be paid, in addition to her holiday pay, at the rate of one and one half times (1.5 X) her regular rate for hours worked on that day.

13.07 Christmas or New Year's Day Off

Subject to operational requirements, the Employer shall make every effort to:

- (a) provide each employee with either Christmas Day or New Year's Day off, unless otherwise mutually agreed by the Employer and the employee; and
- (b) give at least two (2) other holidays off on the actual day of the holiday, unless otherwise agreed by the Employer and the employee.

ARTICLE 14 – VACATIONS

14.01 Annual Vacation Entitlement

An employee shall be entitled to receive annual vacation leave with pay on the following basis:

- (a) each year during the first five (5) years of employment at the rate of fifteen (15) days per year;
- (b) each year after five (5) years of employment but less than ten (10) of employment at the rate of twenty (20) days per year;
- (c) each year after ten (10) years of employment but less than twenty (20) years of employment at the rate of twenty-five (25) days per year;
- (d) each year after twenty (20) years employment at the rate of thirty (30) days per year.

14.02 Vacation Pay

- (a) An employee listed in Appendix "B" shall receive vacation pay of eight (8) hours pay for each vacation day.
- (b) An employee not listed in Appendix "B" employee shall receive vacation pay to a maximum of eight (8) hours pay for each vacation day pro-rated on the basis on hours paid during the preceding calendar year divided by one thousand eight hundred and twenty (1,820). Effective April 1, 2004 an employee not listed in Appendix "B" employee shall receive vacation pay to a maximum of eight (8) hours pay for each vacation day pro-rated on the basis on hours paid during the preceding calendar year divided by two thousand and eighty (2,080). An employee on unpaid leave of absence for part of the preceding calendar year or an employee hired after January 1 of the preceding calendar year shall receive vacation pay to a maximum of eight (8) hours pay for each vacation day pro-rated on the basis of hours paid during the two two-week pay periods immediately prior to the first vacation day divided by one hundred and sixty (160).

14.03 Vacation Year

The vacation year shall be April 1 to March 31, inclusive.

14.04 Vacation Carryover

Subject to operational requirements, an employee upon applying in writing to the Employer prior to March 31st may carry over up to five (5) days' vacation upon prior approval due to special circumstances.

14.05 Employee Compensation Upon Separation

An employee, upon her separation from the Employer, shall be compensated for vacation leave to which she is entitled, or where the employee has a deficit in their vacation bank, shall have amounts owed to the Employer deducted from their final pay.

14.06 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. Any vacation owing not carried over in accordance with Article 14.04 shall be paid out prior to the end of the fiscal year. Subject to operational requirements, the Employer shall make every reasonable effort to accommodate the wishes of an employee for vacation leave.
- (b) The employee shall advise the Employer in writing of her vacation preference for the vacation year before February 15 in each year.
- (c) Where occupational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest seniority.
- (d) The Employer shall distribute the approved vacation schedule to employees no later than March 31.
- (e) If a vacation preference is not approved, the employee may ask that the preference be wait listed in case of future change(s) or cancellation(s), which would enable the Employer to grant the preferences.
- (f) The Employer shall grant requests for vacation leave made after February 15 subject to operational requirements. The Employer shall confirm approval or disapproval of such a vacation request as soon as possible.

14.07 Unbroken Vacation

- (a) Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee her request to enjoy her vacation entitlement in a single unbroken period of leave, except that an employee shall not be granted in excess of two weeks during the months of July and August.
- (b) Notwithstanding 14.07 (a), request for vacation in excess of two (2) weeks in July and August may be granted if all other employees have had their vacation requests for July and August approved. Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

14.08 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 her vacation credit shall be restored to the extent of the sick leave.

***ARTICLE 15 - SICK LEAVE**

15.01 Sick Leave Defined

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

***15.02 Amount of Sick Leave**

Each employee listed in Appendix "B" shall be granted twelve (12) hours of sick leave per month with pay for each calendar month of work for the Employer up to a maximum accumulation of one thousand (1,000) hours.

*Each employee not listed in Appendix "B" shall be granted sick leave with pay at a rate of seven (7) percent of hours paid to a maximum accumulation of one thousand (1,000) hours.

15.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. An employee is to be advised of the amount of sick leave accrued to her credit once per calendar year.

15.04 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall inform the Employer in advance of the date of her return to work.

15.05 Medical Certificate

- (a) The Employer may demand a medical certificate from an employee who is off sick.
- (b) Where an employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall reimburse the employee for the full costs of any such examinations, medical certificates [excluding medical certificates which may be required under Article 15.05 (a)], forms, or reports.

15.06 Exception

Sick leave payment shall not be made under this Article if the sickness or injury is a direct result of work performed for financial gain for another employer or from self employment.

ARTICLE 16 - UNIFORM ALLOWANCE

16.01 Uniform Allowance

Employees are required to wear uniforms. The Employer shall provide each employee up to seventy-five dollars (\$75.00) per fiscal year for uniforms, the same to be reimbursed on a receipt basis only.

16.02 Provision of Materials and Equipment

The Employer will provide materials and equipment needed to carry out job tasks.

ARTICLE 17 - EDUCATION AND TRAINING

17.01 Education and Training

- (a) The Employer recognizes that continuing education is of benefit to the Employer, employees and clients. An employee required by the Employer to attend a conference or continuing education program or in-service training program shall be paid for hours spent in such training at their regular rate of pay and shall be reimbursed for registration, travel and accommodation costs. Travel time for conferences shall be excluded.
- (b) Staff are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the Employer through tuition or time off at the discretion of the Executive Director. Where attendance is not required by the Employer, then the employee and the Employer may agree in advance on what expenses, if any, will be reimbursed.

17.02 Orientation

New employees will be given an orientation to the Agency and its policies and procedures.

17.03 Changes in Job Requirements

If the Employer identifies additional training or education which it requires employees to complete to upgrade their qualifications as a condition of employment, the employees will be reimbursed by the Employer for registration, travel and accommodation costs, and will be provided leave of absence without loss of regular pay for the time required to complete the training and education.

ARTICLE 18 - WORKERS' COMPENSATION

18.01 Workers' Compensation

Employees injured during working hours are covered by the Workers' Compensation Act. For the purpose of this Article, travel from the employee's home to client homes, and from client homes to the employee's home is work arising out of and in the course of the employee's employment.

18.02 Workers' Compensation Supplement and Benefits

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefit received from Worker's Compensation and the employee's net pre accident

earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- (b) The Employer shall continue to cost share the premiums of the group health benefit plan and group life insurance for a maximum of six (6) months while an employee is in receipt of Workers' Compensation benefits, provided that the employee makes acceptable arrangements with the Employer for payment of her share of the benefit premiums.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accumulate vacation credits to a maximum of that which the employee would normally earn during one (1) year of employment.

ARTICLE 19 - NO STRIKES OR LOCKOUTS

19.01 No Strikes or Lockouts

During the term of this Agreement:

- (a) There shall be no cessation, retardation, slowdown or stoppage of work for any reason by the employees or the Union; and
- (b) The Employer shall not lock out its employees.

***ARTICLE 20 - LEAVE OF ABSENCE**

20.01 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the employer written notice as per Article 20.01 (d). The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.

- (b) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (d) A pregnant employee shall provide the employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (e) Where notice as required under Article 20.01 (d) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

20.02 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Should an employee become ill arising out of her pregnancy prior to the commencement of her pregnancy leave or during her pregnancy leave, she shall be granted sick leave pay in accordance with the provisions of Article 15.

20.03 Parental and Adoption Leave

Shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents.

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave;
 - (i) shall begin immediately upon completion of the pregnancy/birth leave, without the Employee's returning to work; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Employee, subject to the Employee's giving four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the Employee is entitled exceed fifty-two (52) weeks.
- (b) The parental leave for a Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 20.01 (a),
 - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began and in any case, no later than fifty two (52) weeks after the child or children first arrive in the Employee's home.
- (c) A 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 a leave of absence of up to fifty-two (52) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the leave began.

20.04 Rights of Employees on Pregnancy or Parental Leave

- (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 reasonable notice.
- (b) (i) When an Employee reports for work upon the expiration of the period referred to in Articles 20.01 or 20.03 she shall resume work in the same position she held prior to the commencement of the

leave, with no loss of benefits accrued to the commencement of the leave. That is, she shall be scheduled in accordance with Article 10.03 or 10.04, even if it means reassigning client visits from the most junior employee(s).

- (ii) During the period of leave, the Employer will pay its agreed portion of the benefit plan premiums if the employee chooses to pay her share of the agreed portion of the deductions.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority credits and service for the duration of the leave and her service and seniority shall be deemed to be continuous.

20.05 Leave for Birth of Child

On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

20.06 Pregnancy/Birth Allowance

- (a) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

20.07 Parental and Adoption Leave Allowance

- (a) An Employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

20.08 Leave for Family Illness

In case of illness of a member of an employee's immediate family as defined in Article 20.10 (a), or in the case of another relation living with the employee, for whose needs no one except the employee can provide, the employee may be granted, upon approval, after notifying her Executive Director or delegated official, leave without loss of pay up to twenty-four (24) hours per annum. Such leave will be debited against sick leave credits.

20.09 Leave for Medical or Dental Appointment

Employees shall be allowed paid leave of absence up to twenty-four (24) hours per year in order to engage in personal medical and dental care. Such leave will be debited against sick leave credits.

20.10 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be entitled to leave with pay for a period of up to five (5) consecutive working days commencing midnight following the death. Immediate family is defined as father, mother, step-parent, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, stepchild or ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) Employees shall be entitled to leave with pay up for three (3) days in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, or grandparents of the spouse of the employee.
- (c) Employees shall be entitled to leave without pay for one (1) day for the purpose of attending the funeral of an aunt, uncle, niece or nephew of the employee.
- (d) An employee shall notify the Executive Director or delegated official as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.
- (e) Employees listed in Appendix "B" shall be paid eight (8) hours pay for each day of bereavement leave. For other employees, bereavement leave will not be pro-rated as to the length of time granted. For employees not listed in Appendix "B", bereavement pay shall be pro-rated on the basis of hours paid during the two two-week pay periods immediately prior to the bereavement period divided by one hundred and sixty (160).
- (f) If an employee is on vacation or sick leave at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation or sick leave credits.
- (g) Where operational requirements permit, an employee shall be entitled to leave without loss of pay or benefits for up to a maximum of four (4) hours to attend the funeral of a client who has been under the employee's care for a minimum of one (1) year.

***20.11 Court Leave**

- (a) Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required:
 - *(i) to serve on a jury (including required attendance for jury selection);
or
 - (ii) by subpoena or summons to attend as a witness in any proceeding held:
 - (1) in or under the authority of a court; or
 - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

- (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Where an employee notifies the Employer in advance, where possible, that she is required to serve in court on a day other than a regularly scheduled work day as a result of the functions the employee fulfills on behalf of the Employer, the time spent shall be considered time worked.
- (c) The employee given leave of absence with pay pursuant to Article 20.11 (a) shall have deducted from her salary an amount equal to the amount of money she receives for such duty.

20.12 Special Leave

The Employer, in any one year, may grant to an employee:

- (a) special leave without pay or benefits, for such a period as the employer deems circumstances warrant and where operational requirements permit.
- (b) special leave with pay for reasons other than those covered under Article 20.01 to 20.11 inclusive, and for such period as it deems circumstances warrant.

20.13 Leave for Emergency

Where operational requirements permit, employees may be granted leave of absence without pay up to two (2) days for a critical condition which requires her personal attention and which cannot be attended to by the employee at a time when she is normally off duty.

20.14 Leave for Storm or Hazardous Conditions

An employee shall be paid for scheduled hours lost on a day by an employee as a result of storm conditions, where storm conditions prevent an employee from performing scheduled work, to a maximum of twenty-four (24) hours per year.

20.15 Compassionate Care Leave

An employee who has been employed by an employer for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to:

- the spouse of the employee,
- a child of the employee or a child of the Employee's spouse,
- the parent of the employee,

- the spouse of a parent of the employee, or
- any other person defined as “family member” by Regulations made pursuant to the Labour Standards Code

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks for the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate.

The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week’s duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

An employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s) and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain the benefit plan, the employee shall enter into a suitable arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer’s share thereof, and the Employer shall process the documentation and payments as arranged.

ARTICLE 21 - BENEFIT PLANS

21.01 Group Benefit Plan

- (a) The Employer agrees to participate with employees in the provision of a Group Benefit Plan, which may not include Long-Term Disability coverage. If the Group Benefit Plan is different than the Plan as exists at the coming into force of this Agreement, it shall not be implemented without the approval of the Union. With the exception of the Health and Dental Plan components, the Employer agrees to pay fifty per cent (50%) of the total premium cost for all employees covered by the Group Benefit Plan. The Employer agrees to cost share on the basis of 65% of the premiums for the Health and Dental Plan components of the Group Benefit Plan for

those Employees who are eligible and who pay their respective share on the basis of 35% of the premiums to participate in the Health and Dental Plans.

- (b) These plans will include part-time employees provided that they meet the eligibility requirements of the respective plan.
- (c) Participation in the Plan by part-time employees who are eligible in accordance with Article 21.01 (b) and by full-time employees is compulsory, except that an employee may waive health and dental coverage if she is covered under her spouse's plan and provides to the Employer proof of such coverage.
- (d) The Employer shall pay the Employer's fifty per cent (50%) share of the Group Benefit Plan premium cost (65% for the Health and Dental Plan components) for eight (8) weeks when an employee is on approved unpaid leave if the employee chooses to pay the employee's fifty per cent (50%) share (35% for the Health and Dental Plan components). After this eight (8) week period, employees who wish to continue to be covered by the Plan shall pay one hundred per cent (100%) of the premium cost. Suitable arrangements must be made for the employee's payment of her share of the premium cost at the time the leave is approved.

21.02 Pension Plan or RRSP Plan

The Employer will continue to participate with employees in the Pension Plan, which existed at the coming into force of this Agreement. Subject to the eligibility requirements of the Plan, participation in the Pension Plan is mandatory for all employees hired after the signing date of this Collective Agreement. Contributions to the plan shall be made on the basis of six percent (6%) of salary by both the Employer and the employee.

21.03 No Changes Without Agreement

No changes will be made to the Plans referenced in Articles 21.01 and 21.02 without the consent of the Employer and the Union.

ARTICLE 22- HEALTH AND SAFETY

22.01 Occupational Health and Safety Act

The employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7 (the Act). Any breach of the employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

22.02 Joint Occupational Health and Safety Committee

- (a) The employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the union and the employer in accordance with the Act.
- (b) The Joint Committee will meet and establish its own rules of procedure in accordance with the Act.
- (c) The Joint Committee's responsibilities will include performing any duties required by the Occupational Health and Safety Act, or as the Union and Employer may mutually agree from time to time to assign to the committee.
- (d) An employee who is a member of the committee is entitled to time off from work with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the Occupational Health and Safety Act and regulations, and to carry out the employee's functions as a member of the Committee.
- (e) Time spent pursuant to Article 22.02(d) shall be considered to be hours worked.

22.03 First-Aid Kits

The employer shall provide a first-aid kit to employees to be carried with them at work.

22.04 Right to Refuse Work and Consequences of Refusal

In accordance with the provisions of Sections 43 and 44 of the Act, any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person, subject to the qualifications, limitations and procedures defined in Section 43 of the Act.

22.05 No Discrimination

Pursuant to Section 45 of the Act, neither the Union nor the Employer shall not take, or threaten to take, discriminatory or other action against an employee because of that employee's assertion of her rights pursuant to this article or pursuant to the Act, or because of compliance with the Act or an order or direction made thereunder.

22.06 First-Aid and CPR Training

In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first-aid training and Cardio-Pulmonary Resuscitation (CPR) training.

ARTICLE 23 - JOB POSTING

23.01 Job Posting

- (a) When a new position is created within the bargaining unit or when the Employer declares that a vacancy exists within the bargaining unit, the Employer shall post a notice of such new position or vacancy on all bulletin boards.
- (b) The notice shall indicate:
 - (i) the classification of the position or vacancy;
 - (ii) the work unit and the location to which the position or vacancy is regularly assigned;
- (c) Only those positions or vacancies which cannot be filled with a qualified bargaining unit employee will be available for posting outside the bargaining unit.
- (d) The posting shall be for a minimum of ten (10) calendar days.

23.02 Casual Employees

Persons employed on a casual basis shall not be used to avoid filling permanent bargaining unit vacancies.

23.03 Filling Non-Home-Support-Worker Vacancies

Where it is determined by the Employer that:

- (a) two or more bargaining unit applicants for a non-home-support-worker position or vacancy in the bargaining unit are qualified; and
- (b) those applicants are of equal merit;

preference in filling that position or vacancy shall be given to the applicant with the greatest seniority.

ARTICLE 24 - LAYOFF AND RECALL

24.01 Layoff

Throughout Article 24, the use of the word “layoff” does not refer to periodic reductions in scheduled hours of work due to temporary or intermittent shortages of work.

An employee may be laid off because of technological change, shortage of work or funds or because of the discontinuance of a function or the reorganization of a function.

24.02 Union Consultation

Where employees are to be laid off, the Employer will advise the Union as soon as reasonably possible.

24.03 Layoff in Reverse Order of Seniority

Employees shall be laid off in reverse order of seniority.

24.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) One week’s notice of layoff shall be sent by the Employer to the employee(s) who is/are to be laid off, except where a greater period of notice is required by legislation.
- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, eight (8) weeks’ notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off.

24.05 Recall in Reverse Order of Layoff

Employees shall be recalled in reverse order of layoff, except where the laid-off employee does not have the necessary skills, ability or qualifications for the classification to be filled by the recall.

24.06 No New Employees

No home support worker outside the bargaining unit shall be employed until all employees on the recall list who are able to perform the work required have been given an opportunity for re-employment.

24.07 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is laid off for more than twelve (12) months without recall; or
- (d) the laid-off employee refuses an offer of recall.

24.08 No Contracting Out

No employee shall be laid-off or have regular hours reduced as a result of the Employer contracting out work. This provision does not apply in emergency situations.

ARTICLE 25- RE-OPENER

25.01 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the life of this Agreement.

ARTICLE 26 - NOTICE OF RESIGNATION

26.01 Notice of Resignation

If an employee desires to terminate her employment, she shall forward a letter of resignation to the Executive Director not less than two (2) weeks prior to the effective date of termination, provided however that the Executive Director may accept a shorter period of notice. The Executive Director shall acknowledge by letter the receipt of the resignation within five (5) days.

***ARTICLE 27 - WAGES AND CLASSIFICATIONS**

27.01 Rates of Pay

The Employer shall pay wages for each classification as set out in Appendix A - Wages and Classifications, attached hereto and forming a part of this Agreement.

27.02 Payment of wages

Wages shall be paid biweekly.

***27.03 Shift Premium**

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 6:00 p.m. and 6:00 a.m. Effective October 31, 2011 the premium shall be paid at the rate of \$1.75/hr.

***27.04 Weekend Premium**

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 12:01 am Saturday and 7:00 am Monday. Effective October 31, 2011 the premium shall be paid at the rate of \$1.75/hr.

***ARTICLE 28 - TERM OF AGREEMENT**

***28.01 Duration and Renewal**

The term of this Agreement shall be from April 1, 2010 to March 31, 2012 and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.

***28.02 Effective Date of Agreement**

The terms of this Agreement shall become effective from date of ratification by the bargaining unit (July 3, 2012) unless otherwise specified in this Agreement except the wages (Appendix "A") shall be effective from April 1, 2010.

28.03 Future Legislation

- (a) If any Article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.
- (b) Any part of this Agreement that is so altered or invalidated as per Article 28.03 (a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

28.04 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between April 1, 2010 and the signing date of this Agreement shall be entitled to full retroactivity of

any applicable wage increase provided that such employees apply in writing to the Employer within 30 days following the signing of this agreement.

ARTICLE 29 – SUCCESSOR RIGHTS

29.01 Successor Rights

Where the Employer sells or transfers its business within the meaning of Section 31 of the Trade Union Act, the successor employer shall be bound by all terms of the Collective Agreement including the following:

- (a) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (b) The successor employer shall ensure that the employment of all employees in the bargaining unit shall continue without break or interruption;
- (c) The successor employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale.
- (d) In the event that the transfer of business results in the intermingling of the employees covered by this agreement with other employees of the successor employer, the successor employer shall insure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling.
- (e) No employee shall suffer a loss of employment as a result of a merger.
- (f) In the event of a transfer of business the Union would be entitled to give notice to the successor employer to bargain a revision of any of the terms of the agreement other than the term of the agreement in accordance with Section 45(2) of the Trade Union Act.

29.02 No liability

Guysborough County Home Support Agency Society - Richmond County Division shall not be liable or responsible for any breach of this collective agreement by a successor employer.

IN WITNESS WHEREOF the parties have executed this Agreement the 22nd day of October, 2012.

Guysborough County Home Support
Richmond County Division

Nova Scotia Government and
General Employees Union

Denise Halloran
Executive Director

Joan Jessome, President

Lorraine Urquhart, RN Supervisor

Lynette Johnson,
Chief Negotiator

Kathleen Boudreau,
Bargaining Committee

Rita Fougere,
Bargaining Committee

M Hattie Samson,
Bargaining Committee

***APPENDIX "A" - WAGES AND CLASSIFICATIONS**

Home Support Worker

Probationary rate: Exp March 31, 2009 - \$15.53

April 1, 2010
rate plus availability premium - \$15.80
April 1, 2010 - \$15.96
April 1, 2011 - \$16.12

Regular rate: Exp Mar 31, 2009 - \$16.07

April 1, 2010
rate plus availability premium - \$16.34
April 1, 2010 - \$16.50
April 1, 2011 - \$16.67

Scheduler/Field Supervisor

Start rate: Exp March 31, 2009 - \$22.26

April 1, 2010 - \$22.48
April 1, 2011 - \$22.70

1 Year rate: Exp March 31, 2009 - \$23.33

April 1, 2010 - \$23.56
April 1, 2011 - \$23.80

Secretary/Administrative Support

Start rate: Exp March 31, 2009 - \$19.06

April 1, 2010 - \$19.25
April 1, 2011 - \$19.44

1 Year rate: Exp March 31, 2009 - \$21.78

April 1, 2010 - \$22.00
April 1, 2011 - \$22.22

Effective April 1, 2010 the wage rates in effect March 31, 2010 will be increased by one (1) percent.

Effective April 1, 2011 the wage rates in effect March 31, 2011 will be increased by one (1) percent.

APPENDIX "B" LISTED EMPLOYEES

***APPENDIX "C"**

Office and Support Employees

The Parties agree to modify the Collective Agreement for Office and Support Employees. The articles noted below shall replace their numbered equivalent in the Agreement. All other provisions of the Agreement shall apply. This Memorandum shall be considered part of the Agreement.

6.05 Add:

"The Employer recognizes the Union's right to select a steward and alternate to represent Office and Support Employees."

***10.01 Hours of Work**

The normal hours of work for Office and Support Employees shall include work in the office for supervision, travel time to and from meetings, and time at staff meetings.

***10.03 Hours of Work for Office and Support Employees**

- (a) Hours of work shall consist of five (5) days per week, seven and one-half hours per day inclusive of thirty (30) minutes of paid breaks and exclusive of a one-half (0.5) hour unpaid lunch break, in a continuous block of time.
- (b) During no more than one weekend in four, an Office or Support Employee may be assigned, with at least one week's notice, work on Saturday or Sunday or both, with corresponding day(s) off during the week as mutually agreed by the Employer and the Employee. Any weekend work shall be shared as equitably as possible. In an emergency, the one-week notice shall be waived.
- *(c) The Field Supervisor may be required to carry out supervisory duties outside normal working hours. In such cases, adjustments to the subsequent scheduled working hours shall be decided by mutual agreement between the Employer and the employee.

10.04 Does not apply

10.08 Does not apply

10.09 Does not apply

10.10 Does not apply

10.11 Does not apply

11.01 Definitions

- (a) "overtime" means authorized work in excess of thirty-seven and one-half (37.5) hours worked.
- (b) "time and one-half" means one and one-half (1.5) times the straight time hourly rate for the employee as provided in Appendix "A".

11.05 Overtime Eligibility

An employee must work at least fifteen (15) minutes beyond thirty-seven and one-half (37.5) hours per week before being eligible for overtime compensation. If overtime is more than fifteen (15) minutes, the time and one-half compensation is for the total period in excess of the normal hours of work. All overtime must be authorized by the Executive Director or her designate.

- *12.01** (a) Office and Support Employees shall, effective April 1, 2010, be paid at the rate of 40.15 cents (or more if the Civil Service rate goes up) cents per km. when the Employee travels from the office or the employee's home to the place of supervision, meetings, or if the Employee is required to travel outside normal hours of work.

The Provincial Civil Service rate which is in effect on April 1, 2010 and any changes subsequent to April 1, 2010 shall be made to the mileage rate hereunder during the term of this Collective Agreement.

- 12.02** Travel from home to the office (or first place of work) and return to home from the office (or last place of work) shall not be compensated except when the Employee is required to travel outside normal hours of work.

- 13.05** An Office and Support Employee shall receive holiday pay of seven and one-half (7.5) hours pay for each of the holidays defined in Article 13.01.

- 14.02** An Office and Support Employee shall receive vacation pay of seven and one-half (7.5) hours pay for each vacation day.

- 15.02** Each Office and Support Employee shall be granted eleven and one-quarter (11.25) hours of sick leave per month with pay for each calendar month of work for the Employer up to a maximum accumulation of nine hundred and thirty-seven and one-half (937.5) hours.

18.01 Add:

“As well, travel to and from the Office to client homes, going to meetings, is work arising out of and in the course of the employee’s employment.”

20.06 In case of illness of a member of an employee’s immediate family as defined in Article 20.08 (a), or in the case of another relation living with the employee, for whose needs no one except the employee can provide, the employee may be granted, upon approval, after notifying her Executive Director or delegated official, leave without loss of pay up to twenty-two and one-half (22.5) hours per annum. Such leave will be debited against sick leave credits.

20.07 Employees shall be allowed paid leave of absence up to twenty-two and one-half (22.5) hours per year in order to engage in personal medical and dental care. Such leave will be debited against sick leave credits.

20.08 (e) Office and Support Employees shall be paid seven and one-half (7.5) hours pay for each day of bereavement leave. For other employees, bereavement leave will not be pro-rated as to the length of time granted.

20.12 An employee shall be paid for scheduled hours lost on a day by an employee as a result of storm conditions, where storm conditions prevent an employee from performing scheduled work, to a maximum of twenty-two and one-half (22.5) hours per year.

ARTICLE 30 – ON-CALL DUTY

30.01 On-call Duty

An Office or Support Employee may be required to do on-call duty after normal hours of work Monday to Friday, or Saturdays, Sundays and Holidays (as defined in Article 13.01). The Employer shall not require an Office or Support Employee to do such on-call duty at the office, nor shall the Employer assign other than on-call tasks to be carried out during such duty.

30.02 Scheduling of On-call Duty

Office and Support Employees and Senior Home Support Workers shall be scheduled for on-call duty, as equitably as possible, except that no employee shall be scheduled to do on-call duty more frequently than one (1) week in four (4), unless mutually agreed to by the employee and the Employer, all of which is subject to operational requirements. This does not preclude such an Employee from being continuously assigned to evening (Monday to Friday) or weekend or holiday on-call duty at the Employee’s request where such continuing assignment is acceptable to the Employer. Such Employees may switch on-call duty assignments provided that adequate notice is provided and the change is acceptable to the Employer.

30.03 Exception

No Office or Support Employee on vacation, sick leave or on time off in lieu of overtime payment shall be required to do on-call duty, unless otherwise agreed by the Employer and the Employee.

30.04 On-call Duty Compensation

An Office or Support Employee required by the Employer to do on-call duty shall receive on-call duty pay of \$35.00 for on-call during any one day from Monday to Friday inclusive, and shall receive on-call duty pay of \$62.50 for on-call during any Saturday or Sunday.

30.05 On-call Duty Compensation on a Holiday

An Office or Support Employee required by the Employer to do on-call duty on a Holiday (as defined in Article 13.01) shall receive on-call duty pay of seventy-five dollars (\$75) for on-call during any one holiday.

30.06 On-call Duty Compensation on a Storm Day

An Office or Support Employee or Qualified Home Support Worker who is asked by the Employer to work on scheduling at home on a storm day when such employee is scheduled for evening on-call duty will be paid their regular hourly rate for their normal scheduled work day in addition to the on-call pay for the evening on-call as per Article 30.04.

IN WITNESS WHEREOF the parties have executed this Agreement the 22nd day of October, 2012.

Guysborough County Home Support
Richmond County Division

Nova Scotia Government and
General Employees Union

Denise Halloran
Executive Director

Joan Jessome, President

Loraine Urquhart, RN Supervisor

Lynette Johnson,
Chief Negotiator

Kathleen Boudreau,
Bargaining Committee

Rita Fougere,
Bargaining Committee

M Hattie Samson,
Bargaining Committee

***MEMORANDUM OF AGREEMENT # 1
BENEFITS / PENSION REVIEW COMMITTEE**

The Employer and the Union shall, within sixty (60) days of the signing of this Collective Agreement, form a Joint Benefits/Pension Review Committee consisting of three (3) Employer representatives and three (3) Union representatives. The Committee shall review current plans, explore alternatives and make recommendations to the Employer's Board of Directors, where appropriate, prior to the expiry date of this Collective Agreement with the intention that they will be brought forward for consideration in the next round of collective bargaining between the Employer and the Union.

IN WITNESS WHEREOF the parties have executed this Agreement the 22nd day of October, 2012.

Guysborough County Home Support
Richmond County Division

Nova Scotia Government and
General Employees Union

Denise Halloran
Executive Director

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Kathleen Boudreau,
Bargaining Committee

Rita Fougere,
Bargaining Committee

M Hattie Samson,
Bargaining Committee

***Memorandum of Agreement # 2- Pension Plan**

Subject to provisions of any applicable provincial pension legislation, the Union proposes transferring to the NSAHO Pension Plan as soon as reasonably practical, providing that the bargaining unit votes in favour of transfer in accordance with the following process:

Employees will be given relevant material and jointly-chaired Employer Union information sessions will be arranged for employees in locations as agreed by the Parties. A representative from the NSAHO Pension Plan will be invited to the sessions to participate and answer questions about the NSAHO Pension Plan. A representative of the current retirement savings program will also be invited to attend to participate and answer questions. Non union employees of the agency are welcome to attend for the purpose of gaining information but will not be part of the discussion on the merits of either approach.

Within two (2) weeks following the information sessions, a secret ballot vote will be conducted to determine if the employees favour changing to the NSAHO Pension Plan.

If a simple majority of the bargaining unit favour transitioning to the NSAHO Pension Plan, the Employer will commence the process as expeditiously as possible. Subject to finalizing arrangements with the NSAHO Pension Plan, all future contributions will be made to the NSAHO Pension Plan.

Members of the current plan may leave their money with the current pension plan, or, subject to the provisions of the NSAHO Pension Plan, transfer their money to purchase service in the NSAHO Pension Plan.

All of the above is subject to funding approval from the Department of Health at such time as the vote results are provided by the Union in writing.

Signed this 22nd day of October, 2012

Denise Halloran
For the Employer

Joan Jessome
For the Union

***MEMORANDUM OF AGREEMENT # 3**

Re: Article 20.08 – Leave for Family Illness

1. The Employer and the Union agree that during the life of this Collective Agreement, employees may be granted Leave for Family Illness as follows:

20.08 Leave for Medical and Dental Appointments and Family Illness

In this article family member means spouse, son, daughter, parent, brother, sister, aunt or uncle of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.

Employees shall be allowed paid leave of absence up to twenty-four (24) hours per annum subject to available sick leave credits to:

- (a) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted leave with pay. The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld, or
- (b) In the case of preventative medical and dental care for an employee's spouse, child, parent, whether or not living with the employee and where the presence and/or support of the employee is required, the employee may be granted leave with pay. The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

2. This Memorandum of Agreement forms part of the Collective Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the 22nd day of October, 2012.

Denise Halloran
For the Employer

Joan Jessome
For the Union

Date