

COLLECTIVE AGREEMENT

between

**GUYSBOROUGH COUNTY HOME SUPPORT AGENCY
(Hereinafter referred to as the “Employer”)**

and

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

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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.

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

1.01 Definitions

"Agreement" - the Collective Agreement between the Guysborough County Home Support Agency and the Nova Scotia Government and General Employees Union.

"Bargaining unit" - is the unit for collective bargaining described by the Labour Relations Board in Certification Order #4485 covering full-time and regular part-time employees of the Guysborough County Home Support Agency performing work as home support workers for whom the Nova Scotia Government and General Employees Union is the bargaining agent.

"Casual employee" - means a person who works on an ad hoc basis and is not regularly scheduled for more than sixteen (16) paid hours per week. Casual employees are excluded from the bargaining unit.

"Employee" - means a person who is employed on a full-time or regular part-time basis in the bargaining unit.

"Employer" - Guysborough County Home Support Agency

"Holiday" - means the 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 14.

"Home" (1) shall be deemed to be on the county line for new employees hired who live outside Guysborough County

(2) shall be deemed to be the closest of the former or new home for each assigned client for those employees who move

(3) it shall be the responsibility of the employee to notify the office of any change of address.

"Hours paid" includes hours paid by the Employer including paid holidays, paid vacation and paid sick leave (both expressed in paid hours), unpaid Union leave as provided in Article 6 and any other paid leaves for which an employee is compensated by the Employer.

“No loss of regular earnings” means no loss of the earnings the employee would otherwise have been paid for the day.

"Probationary period" - means a period not to exceed one thousand and forty (1,040) hours paid, without the mutual consent of the Employer and the employee. Hours paid while a person is employed as a casual employee shall be credited for probationary period purposes should such casual employee subsequently become a bargaining unit employee.

“Seniority – The seniority list in Appendix “D” applies to current employees. Employees hired after the signing date of the Agreement shall be added to the end of this list in order of their last date of hire within the bargaining unit. An employee’s seniority shall not change unless their employment is terminated and they are re-hired. Seniority shall not be accumulated during periods of time for which a special leave without pay has been granted under Article 20.09 herein.

"Service" - means the total number of hours paid to an employee from the most recent date of hire. For employees who came from the predecessor employers such as the Town of Canso, Town of Mulgrave, Municipality of St. Mary’s or Municipality of Guysborough, date of hire includes date of hire as a home support worker with such predecessor employer.

“Spouse” shall include common-law partners and same sex partners.

"Union" - Nova Scotia Government and General Employees Union

"Union representative" - any person designated by the Union, and who is on staff with the Union or who is an employee in the bargaining unit.

1.02 Gender

Unless any provision of this Agreement specifies otherwise, words importing the feminine gender shall include males and vice versa.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the bargaining agent for all full-time and regular part-time employees as described in Certification Order L.R.B. 4485, performing work as a home support worker.

2.02 Mutual Agreements

No employee shall be required 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 biweekly pay of all employees in the bargaining unit.

3.02 Notification of Deduction

The Union will inform the Employer in writing 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 and terminations 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, the Union and the employees agree that there shall be no discrimination against any employee 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 agrees and affirms that the Employer reserves and retains all rights to manage its operation including the direction of the work force, except as specifically abridged or modified by the express provisions of this Agreement. The Employer shall not exercise its management rights in a manner inconsistent with the express provisions of this Agreement.

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 as defined herein. Such permission will not be unreasonably withheld. Two weeks' notice shall normally be provided, however the Employer may accept a shorter period of notice.

- (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 members of the Union Negotiating Committee for days not covered by Article 6.04
- (f) as full-time President of the Union;

If requested in writing by the Union, the Employer shall continue to pay the gross 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 gross 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 in writing the Employer of the names of any employees who are members of any Boards, Committees or Council as defined in Article 6. Unless such notification is received, such leave shall be denied.

6.03 Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Employer 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. Such permission shall not be unreasonably withheld.
- (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.

Such permission will not be unreasonably withheld.

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 gross 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 Agency Director shall grant special leave with pay for up to three eight (8) hour days for each of three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

6.05 Recognition, Rights and Duties of Stewards

An employee may have the assistance of one Union representative to attend a grievance or disciplinary meeting.

The Employer recognizes the Union's right to select one (1) steward 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 shall obtain the permission of the Employer or designate before leaving her work to perform her duties as a steward.

Leave for this purpose shall be without loss of regular earnings and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify the Employer.

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.

6.07 Employer and Union Shall Acquaint New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Article dealing with Union dues.
- (b) On commencing employment, the employee's immediate supervisor shall inform the new employee of the name and phone number of her Union steward or representative. The Employer shall provide the new employee with a copy of the collective agreement.

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, 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 Agency Supervisor or their designate within ten (10) 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. The Agency Supervisor or their designate shall answer the dispute within ten (10) days of the discussion.
- (b) Step 2 - If the dispute is not resolved at Step 1, the employee(s) or the Union on their behalf shall submit a written grievance to the Executive Director or their designate within ten (10) days of the receipt of the response at Step 1. 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 ten (10) days of the date the grievance was submitted at Step 2.

- (c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) calendar days of the receipt of the response at Step 2.
- (d) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

7.02 Policy Grievance/Employer Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be bypassed. With respect to a policy grievance, no arbitrator's award shall apply to a period any earlier than three (3) months prior to the filing of the policy grievance.

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 (c), 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/he 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 disciplinary shall be copied to the employee and to the Union. The Employer agrees not to introduce as evidence in a hearing relating to discipline any disciplinary document from the employee's personnel file that was not copied to the employee and the Union.

8.02 Just Cause

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

8.03 Notification to the Employee

When an employee is discharged or suspended without pay, the Employer shall within forty-eight (48) hours notify the employee and the Union in writing by certified mail, or by FAX or by personal delivery stating the reason for the discharge or the suspension without pay. Discharge and suspension shall be dealt with at Step 2 of the grievance procedure.

8.04 Purging Files

Any disciplinary notices, 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 that no further disciplinary action has been recorded during this period.

8.05 Right to Have Steward Present

An employee shall have the right to have her steward or Union Representative present at any disciplinary meeting. Where a supervisor intends to interview an

employee for disciplinary purposes, the supervisor shall notify the employee of the subject of the meeting at least twenty-four hours in advance, in order that the employee may contact her steward or Union Representative and so that the employee can appropriately prepare for the meeting. A steward shall have the right to consult with a Union Representative.

8.06 Support for Rehabilitation

Without detracting from the existing rights and obligations of the parties and other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol or drug dependency to undergo a program directed to the objective of their rehabilitation. All employee assistance programs shall be kept confidential.

ARTICLE 9 – EMPLOYER LIABILITY

9.01 Employer Liability

- (a) Where an employee, as a result of acting lawfully in the performance of their duties, without negligence or wilful misconduct, is prosecuted or sued by a party other than the Employer, the Employer shall undertake to defend them, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine.
- (b) An employee shall not be considered to be acting outside the scope of their duties because of a mere error in judgment made in good faith.
- (c) In order to qualify for such legal assistance, the employee shall be obligated to cooperate fully in all respects with both the Employer and the legal counsel provided to such employee.

9.02 Recovery of Legal Costs

If the Employer fails to provide legal assistance which should have been provided under this Article, the employee may file a grievance for recovery of all legal costs reasonably incurred by the employee because of such failure.

ARTICLE 10 - INFORMATION

10.01 Copies of Agreement

The Employer and the Union shall share equally in the cost of reproducing sufficient copies of this Agreement. The Employer agrees to supply a copy of the Agreement to:

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

10.02 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 Local Union President.

The Union shall be notified in writing when a casual employee is hired.

10.03 Seniority List

An updated seniority list shall be distributed to each employee during the first week of April each year. The Employer shall send a copy of this list to the Union. Any errors shall be drawn to the attention of the Employer within thirty (30) days of the distribution and shall, if warranted, be corrected without delay.

10.04 Personnel Files

In the presence of an authorized representative of the Employer, an employee, shall with not less than two (2) weeks notice, be entitled to review their personnel file in the office in which it is normally kept.

If such review is required to prepare for a grievance meeting or an arbitration, the employee may have a Union representative present when reviewing the personnel file.

10.05 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 to sign the appraisal as either agreeing or disagreeing with the appraisal. An employee shall receive a copy of an evaluation at the time of signing, if requested.

ARTICLE 11 - HOURS OF WORK

The Employer operates a seven-days-per-week, twenty-four-hours-per-day operation, and, subject to other provisions herein, employees will be scheduled to meet the requirements of this operation.

11.01 Regular Hours of Work (Subject to availability)

- (a) The regular 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 duties; travel time for staff meetings; staff meetings; and thirty (30) minutes per scheduled working day for administrative duties. If an employee has only one client on a scheduled working day, the employee shall receive fifteen (15) minutes for administrative duties for that day. Administrative duties are calls to clients, calls to office for changes in clients/schedules, preparation of client reports, and routine paperwork.
- (b) The regular hours of work for employees shall be eighty (80) hours per two (2) weeks.
- (c) An employee who works three and three-quarters (3.75) hours or more - but fewer than six and one-half hours (6.5) - 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 (2) 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 (3) fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three (3) in a day.
- (d) The regular hours of work set out in this Article are in no way intended to be a guarantee of work. It is recognized that the hours of work are subject to change by the Employer.
- (e) Travel time from home to the first client and from the last client of a continuous scheduled block of work to home shall be considered paid work time when an employee works three and one-half (3.5) hours or fewer (including travel) in that continuous scheduled block of work.

11.02 Reduced Hours of Work

An employee who wishes to regularly work fewer than forty (40) hours per week or who wishes to limit their availability, shall so request to the Employer in writing. Such requests may or may not be granted at the discretion of the Employer.

11.03 Scheduling of Work

Subject to reasonable consideration of the geographical proximity of the assignment, reasonable consideration of client continuity, and provided that the employee is available (i.e. not otherwise scheduled) and possesses the required skills, abilities and qualifications to meet the needs of the client(s), and subject to

sufficient work being available, the Employer shall, when preparing each one-week schedule, schedule employees for forty (40) hours per week -- or fewer hours if the employee so requests and the Employer agrees as per Article 11.02. Such scheduling shall be done in the following manner:

(a) Seniority

(i) *Daytime assignments, Monday to Friday*

The Employer shall make every reasonable effort to schedule daytime assignments Monday to Friday inclusive to employees with the most seniority.

(ii) *Nighttime assignments in addition to daytime assignments Monday to Friday*

If the Employer is unable to schedule an employee with forty (40) -- or fewer if the employee so requests as per Article 11.02 -- hours of daytime assignments Monday to Friday inclusive in a week, the Employer may also assign nighttime assignments Monday to Friday to employees in order of seniority to make up the remainder of the forty (40) -- or fewer if the employee so requests as per Article 11.02 -- hours in the week.

(iii) *Weekends in addition to daytime and nighttime assignments Monday to Friday*

If the Employer is unable to schedule an employee with forty (40) - - or fewer if the employee so requests as per Article 11.02 -- hours of daytime assignments and nighttime assignments Monday to Friday inclusive in a week, the Employer may also assign weekend assignments to employees in order of seniority to make up the remainder of the forty (40) -- or fewer if the employee so requests as per Article 11.02 -- hours in the week.

(iv) *No more than two weekends in a row*

No employee shall be scheduled for more than two (2) weekends in a row, unless mutually agreed otherwise by the Employer and the employee.

(b) If client needs on weekends cannot be met by following Article 11.03 (a), the Employer may assign weekend assignments on a rotation basis.

- (c) Continuous blocks of work

Subject to Article 11.03 (a), the Employer shall also make every reasonable effort to schedule employees with the most seniority with continuous blocks of work thereby minimizing gaps in work schedules.

11.04 Maximum hours

With the exception of respite calls, no employees shall be scheduled to work more than twelve (12) hours per day or forty-eight (48) hours per week.

11.05 Minimum hours

The Employer agrees that all employees shall receive a minimum of two (2) hour's pay for any day during which authorized client care is performed.

11.06 Replacement Hours

Where an Employer cancels scheduled hours with less than forty-eight (48) hours notice, the Employer shall reassign the affected employee to additional available hours. Such reassignment shall occur within fourteen (14) days of the cancellation and shall not come from hours already scheduled to another employee. If the Employer is unable to reassign cancelled hours the employee shall suffer no loss of pay or benefits for the cancelled hours. If the cancellation occurs at the door the applicable kilometrage and travel time will be paid.

11.07 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.) which are not needed for replacement of hours as provided in Article 11.06 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 reasonable consideration of the geographical proximity of the assignment, reasonable consideration of client continuity, and provided that the employee is available (i.e. not otherwise scheduled) and possesses the required skills, abilities and qualifications to meet the needs of the client(s),

11.08 Minimum rest period

- (a) The Employer shall not require an employee to work more than six (6) consecutive days of work, unless mutually agreed otherwise by the Employer and the employee. 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 arriving at home after her last client visit of the day and leaving home for her first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

11.09 Schedule of Work Assignments

- (a) The Employer shall provide to each employee once a week on Thursday by 4:00 p.m. a schedule with the available and known work assignments for the next week.
- (b) An employee may discuss her schedule with her supervisor or designate. Subject to client confidentiality, the supervisor or designate shall have relevant data and information available to facilitate the discussion.
- (c) The Employer shall post the hours worked of all employees as soon as reasonably possible following the end of the bi-weekly scheduled period.

11.10 Compensation for Cancellation Without Notice

If an employee arrives at a client's home for a scheduled visit and work cannot be carried out for any reason, the employee shall notify the Employer immediately. The Employer shall then pay the applicable kilometrage compensation and travel time if any, and shall follow Article 11.06.

11.11 Callback Compensation

An employee who is called back to work shall be compensated for a minimum of three (3) hours at the straight time rate or the applicable overtime rate for the period worked, whichever is greater. A callback occurs after an employee returns home from their last scheduled client visit of the same day.

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.

This provision does not apply where additional work is assigned in accordance with Article 11.07 herein.

ARTICLE 12 - OVERTIME

12.01 Definitions

- (a) "overtime" means authorized hours worked in excess of eighty-four (84) hours bi-weekly or twelve (12) 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".

12.02 Overtime Compensation

An employee is entitled to time and one-half compensation for each period of overtime she works. An employee shall not be required to lay off during regular hours to equalize any overtime worked.

12.03 Form of Compensation

Compensation for overtime shall be paid.

12.04 Overtime Allocation

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

ARTICLE 13 - TRAVEL

13.01 Reimbursement

- (a) Any employee who uses a vehicle for authorized travel in providing client services shall be reimbursed at the rate of **forty point one five (40.15)** cents (or more if the Civil Service rate goes up) per km.
- (b) Travel in providing client services shall be travel between clients via vehicle, travel for administrative duties, and travel in excess of twelve (12) km daily from home to the first client of the day, and travel in excess of twelve (12) km daily from the last client of the day to home. This provision also applies to travel pursuant to Article 11.01(e).
- (c) Subject to unusual circumstances, travel time shall be calculated on the basis of one minute per kilometer for travel authorized under this Collective Agreement.

The Provincial Civil Service rate which is in effect on April 1, 2011 and any changes subsequent to April 1, 2011 shall be made to the mileage rate hereunder during the term of this Collective Agreement.

13.02 Other Travel

For travel on behalf of the Employer for training or for a conference or meeting, all employees driving a vehicle shall be reimbursed at a rate of **forty point one five (40.15)** cents (or more if Civil Service rate goes up) per km. Employees may

be directed to car pool provided that the Employer shall pay all employees driving a vehicle kilometrage reimbursement and travel time required by the car-pool arrangement, excluding those distances set out in Article 13.01. If over a meal period, a meal allowance shall be granted unless meals are otherwise provided. Such allowances shall be \$7 for breakfast, \$12 for lunch, and \$20 for supper. To qualify for an evening meal allowance the training, conference or meeting must extend past 6:30 p.m.

13.03 Reporting Kilometres for Bi-Weekly Reimbursement

The employee shall submit on the prescribed forms a record of kilometrage for reimbursement **biweekly**.

13.04 Payment of Reimbursement

Travel reimbursement shall be paid **with the biweekly period**.

13.05 No transporting of students

No employee shall be required to transport a student.

ARTICLE 14 - PAID HOLIDAYS

14.01 Holidays

The paid holidays designated for employees shall be:

- | | |
|---|----------------------|
| (a) New Year's Day | (f) Labour Day |
| (b) Good Friday | (g) Thanksgiving Day |
| (c) Easter Monday | (h) Remembrance Day |
| (d) Victoria Day | (i) Christmas Day |
| (e) Canada Day | (j) Boxing Day |
| (k) Civic Holiday
(First Monday in August) | |

14.02 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 mutually agreed between the Employer and the employee.

14.03 Exception

This article does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated

holiday. Time off without pay for Union business pursuant to Article 6 is excluded from this clause.

14.04 Compensation for Employees

- (a) Employees listed in Appendix "B" shall receive holiday pay of eight (8) paid hours for each holiday defined in Article 14.01
- (b) An employee not listed in Appendix "B" shall receive holiday pay to a maximum of eight (8) paid hours for each holiday defined in Article 14.01 on a pro-rata basis of regular hours paid during the two (2) two (2) week pay periods immediately prior to the holiday divided by one hundred and sixty (160) hours.

14.05 Christmas or New Year's Day Off

The Employer shall make every reasonable effort to provide each employee with either Christmas Day or New Year's Day off.

14.06 Compensation for Time Worked on a Holiday

An employee who is required to work on the calendar day of a holiday defined in Article 14.01 shall be paid at the rate of time and one-half for each hour worked on the holiday, in addition to any holiday pay in accordance with Article 14.

14.07 Holiday Coinciding with Sick Leave or Other Paid Leave

Where a day that is a paid holiday as defined in Article 14.01 falls within a period of paid sick leave or other leave with pay, the holiday shall not count as a day of paid sick leave or other leave with pay.

14.08 Holiday Coinciding with Day Off

When a holiday falls on a Saturday or Sunday, the employee shall be granted the holiday on the working day immediately preceding or immediately following the holiday, as scheduled by the Employer.

14.09 Christmas Eve Day and New Year's Eve Day

The Employer will make a reasonable effort subject to operational requirements to schedule employees who so request in writing as few hours as possible on December 24 after 12 noon and on December 31 after 12 noon.

ARTICLE 15 - VACATIONS

15.01 Annual Vacation Entitlement

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

- (a) during the first calendar year of employment – at the rate of ten (10) days per year; after six (6) months of employment the employee may take a pro-rated vacation leave;
- (b) each year after the first calendar year of employment but less than seven (7) calendar years of employment at the rate of fifteen (15) working days;
- (c) each year after seven (7) calendar years of employment, but less than fifteen (15) calendar years of employment at the rate of twenty (20) working days;
- (d) each year after fifteen (15) calendar years of employment at the rate of twenty-five (25) working days.
- (e) vacation entitlement shall be pro-rated for periods of time an employee is off work on a leave unpaid by the Employer.

15.02 Vacation Pay

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

- (a) during the first calendar year of employment at the rate of four per cent (4%) of hours paid;
- (b) each year after the first calendar year of employment but less than seven (7) calendar years of employment at the rate of six per cent (6%) of gross earnings in the preceding calendar year (as indicated on her T-4 slip)
- (c) each year after seven (7) years of employment, but less than fifteen (15) calendar years of employment at the rate of eight per cent (8%) of gross earnings in the preceding calendar year (as indicated on her T-4 slip)
- (d) each year after fifteen (15) years of employment at the rate of ten per cent (10%) of gross earnings in the preceding calendar year (as indicated on her T-4 slip)

- (e) Employees shall have their vacation pay paid out during scheduled vacation leaves. Any vacation owing shall be paid out prior to the end of the fiscal year.

15.03 Vacation Year

The vacation year shall be April 1 to March 31.

15.04 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.
- (b) The employee shall advise the Employer in writing of all known vacation preferences before April 1st in each year.
- (c) Preference in vacation schedule shall be given to employees with greater length of seniority, subject to operational requirements.
- (d) The Employer shall post the approved vacation schedule no later than May 1st.
- (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) If operational requirements permit, the Employer shall grant requests for vacation leave made after April 1st and with not less than two (2) weeks' notice on a first come first served basis. The Employer shall confirm approval of such vacation requests as soon as reasonably possible. The Employer at its sole discretion may accept a shorter notice period.

15.05 Unbroken Vacation

Where operational requirements permit, the Employer shall make a reasonable effort to grant to an employee vacation time in a single unbroken period of leave.

15.06 Vacation Carryover

Subject to prior written approval of the Employer and due to special circumstances, an employee may at the discretion of the Employer be permitted to carry over up to five (5) days' vacation leave from one vacation year to the next.

15.07 Illness During Vacation

If an employee becomes ill during a period of vacation and such illness is for a period of three (3) or more consecutive days, the employee shall notify the Employer at that time. If such illness is supported by a medical certificate from a legally qualified medical practitioner, and if the employee has sufficient sick leave credits, the employee may be granted sick leave at the discretion of the Employer depending on the circumstances. In such case, the employee's vacation credit shall be restored to the extent of the sick leave.

15.08 Employee Compensation Upon Termination

Upon termination of employment, the Employer shall pay an employee any outstanding accrued vacation credits.

ARTICLE 16 - SICK LEAVE

16.01 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 the employee's position because of illness or injury, provided that the employee is not otherwise receiving pay (or Workers' Compensation) for that day; and provided that the employee has sufficient sick leave credits.

An employee who is off sick for more than three (3) consecutive days may be required to provide a medical certificate for absences. Where an employee is required by the Employer to submit a medical certificate or report or where an examination is required, the Employer shall reimburse the employee for the direct fee of any such medical reports in excess of those costs covered by an insurance plan of the employee.

16.02 Amount of Sick Leave

Each employee shall accumulate sick leave with pay at the rate of seven per cent (7%) of hours paid up to a maximum accumulation of twelve hundred (1,200) hours.

16.03 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 the employee's credit once per calendar year.

16.04 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 as soon as possible of the date of her availability to return to work.

16.05 Return to Work

Employees returning to work from approved sick leave shall be scheduled as soon as is reasonably possible in accordance with Article 11.03.

16.06 Payout of sick leave credits accumulated to September 29, 1997

Each employee listed in Appendix "C" – Employees Hired Before September 29, 1997 shall receive at the time of her termination an accumulated-sick-leave payout based on the total of her unused sick leave credits at the time of her termination or based on the total of her unused sick leave credits as of September 29, 1997, whichever is less.

Such an employee with ten (10) calendar years of completed employment and up to fifteen (15) calendar years of employment shall be paid thirty dollars (\$30) for each day of unused sick leave credits.

Such an employee with more than fifteen (15) calendar years of completed employment shall be paid forty-five dollars (\$45) for each day of unused sick leave credits.

16.07 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 from another employer or from self-employment.

16.08 Information Regarding Recovery

The Employer reserves the right to require medical certification and/or a prognosis of an employee's recovery as it relates to the employee's ability to provide regular and reasonable attendance at work.

ARTICLE 17 - EDUCATION

17.01 Education and Training

- (a) The Employer, the Union and the employees recognize that continuing education in home support is of benefit to the Employer, employees and clients. Employees may be required to take advantage of continuing

education offered by Home Care Nova Scotia and/or by the Employer. An employee required by the Employer to attend conferences or continuing education shall be reimbursed for registration, travel and accommodation costs. Time spent in such conferences and continuing education shall be considered to be hours paid to a maximum of eight (8) hours at straight time, including travel. Such pay shall not apply to overtime entitlement.

- (b) Where the Employer requires attendance at in-service training program(s), the employee shall suffer no loss of regular earnings for attendance at such training program (s). If training is on a scheduled day off, the employee will get another day off without pay to replace the day of training.
- (c) 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 expense will be reimbursed.
- (d) Subject to operational requirements, leave of absence without loss of regular earnings shall be granted to allow an employee to write examinations for courses required by the Employer.

17.02 Orientation

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

17.03 Changes in Job Requirements

If there are any changes in existing job requirements as a condition of continued employment for employees in existing positions with the Employer, the employees shall be advised of the new requirements and provided the required leave without loss of regular earnings to upgrade their qualifications, provided that the Employer receives funding for such expense.

ARTICLE 18 - WORKERS' COMPENSATION

18.01 Workers' Compensation

The parties agree that the provisions of the Workers' Compensation Act shall apply to employees injured at work. The first two (2) days of sick leave under Workers' Compensation shall be covered as sick leave, provided the employee has such sick leave in their bank.

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 benefits received from Workers' Compensation and the employee's net pre accident earnings (averaged over three (3) months prior injury net 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 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 subject to the carrier's approval. In no case shall the Employer be required to cost share the benefits for a period longer than six (6) months from the onset of the WCB period. This shall not determine the employee's eligibility to participate in the plans.
- (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 year of employment.

ARTICLE 19 – WAGES, PREMIUMS AND CLASSIFICATIONS

19.01 Rates of Pay

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

19.02 Payment of Wages

Wages shall be paid bi-weekly.

19.03 New Classification

Should a new classification be created within the bargaining unit during the term of this Agreement, the Employer and Union will decide the rate of pay. Nothing herein prevents the Employer from filling such positions and having the employee working in such positions during such negotiations. The rate of pay when determined will be retroactive to the date on which the successful candidate commenced work in that classification.

19.04 Acting Pay

The Employer agrees to pay to employees acting pay when they are temporarily designated by the Employer to a higher-paying position outside the bargaining unit. The acting rate of pay shall be discussed with the employee and determined by the Employer based upon experience and qualifications.

19.05 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. Such employees shall have thirty (30) calendar days from the date of signing in which to claim any retroactive payment.

19.06 Shift Premium

All employees shall receive a shift premium for all regular hours worked between 1800 hours and 0600 hours.

Effective **October 31, 2011** the rate becomes **\$1.75** per hour.

19.07 Weekend Premium

All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday effective as follows:

Effective **October 31, 2011** the rate becomes **\$1.75** per hour.

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 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 four (4) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) 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.
- (f)
 - (i) 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.).
 - (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) 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;
 - (2) 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.

- (iii) 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.
- (iv) 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.
- (v) 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*.

20.02 Pregnant Employee - Requirements

- (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 if eligible in accordance with the provisions of Article 16.

20.03 Parental or Adoption Leave

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) An employee who becomes a parent of one or more children through the placement of a child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. Only one placement will be considered no matter how many children are adopted and simultaneously placed in the home.
- (c) The leave referred to in Articles 20.03 (a) and 20.03 (b) shall be given at any time during the period between the date of arrival at home or placement in the home of a child and fifty-two (52) weeks following those dates.
- (d) Parental/Adoption Leave Allowance
 - (i) 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.
 - (ii) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) 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;
 - (2) 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.

- (iii) 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 parental or 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.
- (iv) 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.
- (v) 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*.

20.04 Rights of Employees on Pregnancy or Parental or Adoption 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) When an Employee reports for work upon the expiration of the period referred to in Articles 20.01 or 20.03 the Employee shall resume work in the position held by the Employee immediately before the leave began, or where that position is eliminated, in a comparable position with not less than the same wages and benefits, with no loss of benefits accrued to the commencement of the leave. That is, she shall as soon as reasonably possible be scheduled in accordance with Article 11.03, even if it means reassigning client visits from the most junior employee(s).
- (c) While an employee is on pregnancy or parental or adoption leave and if the employee continues to pay the employee's share of the premium, the Employer shall pay the Employer's share for one (1) month. After this one (1) month period, an employee shall pay one hundred per cent (100%) of the premium cost to maintain coverage subject to the provisions of the Plan.

- (d) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority for the duration of the leave and her service and seniority shall be deemed to be continuous.

20.05 Leave for Birth of a Child

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular earnings 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 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.

Eligible employees with sufficient sick leave credits in accordance with Article 16 shall be allowed paid leave of absence of up to a total of forty (40) hours per annum debited against sick leave credits as follows:

- (a) To engage in and facilitate the employee's personal preventative medical or dental care; or
- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee. The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld; or
- (c) In the case of preventative medical or dental care for an employees' spouse, child, or parent, whether or not living with the employee, or other family member of the employee, who while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required. The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

20.07 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of regular earnings for a period of up to five (5) consecutive days commencing midnight following the death. Immediate family is defined as father, mother, step-parent, grandparent, grandchild, brother (including half-brother), sister (including half-sister), spouse (including common-law spouse including same-gender common-law spouse), child of the employee, father-in-law, mother-in-law, step

child, and a relative of the employee with whom the employee permanently resides.

- (b) Employees shall be entitled to leave without loss of regular earnings up to a maximum of three (3) consecutive days commencing midnight following the death in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, or great grandparent.
- (c) The Employee shall be entitled to leave without loss of regular earnings up to one (1) day for a great grandparent of the spouse.
- (d) The foregoing entitlement is subject to the proviso that proper notification is made by the employee to the Executive Director or delegated official.
- (e) Additional bereavement leave without pay or benefits may be granted at the sole discretion of the Employer.
- (f) Such time off, if requested by the employee, can be deferred in cases where the funeral service for the deceased falls outside the time frame specified in this article.

20.08 Court Leave

- (a) Leave of absence without loss of regular earnings shall be given to an 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.**
 - (ii) by subpoena or summons to attend as a witness in any work-related 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 is required by the Employer to serve in court as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled workday, the time spent shall be considered time worked.
- (c) Any fee amounts received, excluding mileage and parking, shall be deducted from the amount paid out in accordance to Article 20.08 (a).

20.09 Special Leave

The Employer in its sole discretion may grant to an employee special leave with or without pay or benefits, for such a period as the Employer determines. Such unpaid leave shall not be included for entitlement for paid holidays, vacation entitlement or seniority entitlement.

20.10 Leave for Emergency

Where operational requirements permit, employees may be granted leave of absence with pay up to one (1) day annually for a critical condition which requires the employees personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when she is normally off duty. Such time will be deducted from an employee's sick leave credits.

20.11 Leave for Storm or Hazardous Conditions

When an employee is prevented from providing client service due to hazardous road conditions, the employee shall not suffer a loss of regular earnings where their assignment(s) can be rescheduled with their client(s) within two (2) weeks.

In recognition of employees occasionally being unable to provide client service due to inclement weather, each employee shall receive eight (8) hours additional pay (regular rate), to be included in the last pay period prior to Christmas. The eight (8) hours additional pay shall be prorated over the previous twelve (12) months.

20.12 State of Emergency

When a State of Emergency is legally declared, employees shall suffer no loss of earnings or benefits for direct client service hours scheduled that cannot be rescheduled within fourteen (14) days.

20.13 Compassionate Leave

An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to 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,
- a 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 from 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 at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain the benefit plan, the employee shall enter into an 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 Plan

- (a) The Employer will continue to participate with employees in the Group Benefit Plan, which existed at the coming into force of this Agreement, unless amended by mutual consent. The Employer agrees to pay sixty-five per cent (65%) of the total premium cost for all employees who meet the eligibility criteria of the Group Plan and who participate in it for the Medical and Dental portion. The remainder of the Group Plan will be cost shared fifty/fifty (50/50).
- (b) The Employer shall pay the Employers sixty-five per cent (65%) and fifty per cent (50%) share of the Group Plan premium cost for up to one (1) month when an employee is on approved unpaid leave if the employee chooses to pay the employee's thirty-five per cent (35%) and fifty per cent (50%) share. After this one (1)-month period, employees shall pay one hundred per cent (100%) of the premium cost to maintain coverage subject to provisions of the Plan.

21.02 Pension Plan

Pension Plan benefits and coverage shall remain in effect as of the date of signing of this collective agreement and the Employer shall continue to pay its share as was in effect as of the date of signing. **The employer is agreeable to have the Union members hold a vote on whether to participate in the NSAHO Pension Plan.**

Employees in the current Pension Plan will have the following options:

- 1) **Leave their money in the current Pension/RRSP Plan**
- 2) **Transfer their money to purchase service in the NSAHO Pension Plan.**

ARTICLE 22 - HEALTH AND SAFETY

22.01 Occupational Health and Safety Act

The Employer, the Union and employees agree to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7.

22.02 Joint Occupational Health and Safety Committee

- (a) There shall be a joint Employer-Union Occupational Health and Safety Committee.

- (b) The Committee shall normally meet once per month or as required. Minutes of the meetings will be kept and copies distributed to all committee members and posted on the bulletin boards.
- (c) The committee's responsibilities will include performing any duties provided for by the Occupational Health and Safety Act and Regulations.
- (d) An employee who is a member of the committee is entitled to time off from work with no loss of regular earnings, as is necessary to attend meetings of the Committee, to take any training required by the Occupational Health and Safety Act and Regulations, and to carry out the employee's functions as a member of the Committee, if required by the Act or Regulations.

22.03 First-Aid Kits

The Employer shall provide a first aid kit to be carried by employees in their vehicle for personal use on the job.

22.04 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) Where the Employer determines that a new Home Support Worker classification is created within the bargaining unit, the Employer shall post written notice of such new position on the office bulletin boards.
- (b) The notice shall indicate the following requirements:
 - (i) the classification of the position;
 - (ii) the work unit and the location to which the position is regularly assigned;
 - (iii) whether the position is full-time or part-time;
 - (iv) skills, abilities, experience and qualifications required.

23.02 Filling Vacancies

The Employer shall give first consideration to senior employees who meet the requirements of the position.

ARTICLE 24 - LAYOFF

24.01 Exceptions

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.

24.02 Union Notification

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

24.03 Layoff Procedure

Employees shall be laid off in reverse order of seniority, unless a more senior employee cannot be assigned work within a fifty (50) km radius of her home.

24.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Two (2) weeks notice of layoff shall be provided by the Employer to the Union and the employee (s) to be laid off, except where a greater period of notice is set out in the Labour Standards Code (Section 72)

24.05 Recall Procedure

Employees shall be recalled in reverse order of seniority, unless no work can be assigned within a fifty (50) km radius of the senior employee's home.

24.06 No New Employees

- (a) No new employee shall be hired in a bargaining unit position unless all employees on the recall list who are able to perform the work required and are within fifty (50) km of the work have been given an opportunity to be considered for such a position.
- (b) An employee on layoff shall be given preference to work shifts on a casual basis within their geographical area. While working on that basis, the employee's status as a laid-off regular employee shall not change. The total of the days worked in a casual position of less than six (6) months

shall extend the recall period by that total. An employee who works in excess of six (6) months shall begin a new recall period.

24.07 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) The employee is discharged for just cause and is not reinstated (Just cause is not required for probationary employees).
- (b) The employee resigns or retires from employment.
- (c) After recall, the employee fails to notify the Employer within forty eight (48) hours of recall of the employee's intention to return to work within two (2) weeks, unless such notice was not reasonably possible; and/or fails to return to work within two (2) weeks.
- (d) The employee is laid off for more than one (1) year.

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.

ARTICLE 27 – UNIFORM

27.01 Provision of Protective Clothing

The Employer will provide to each employee personal care gloves, one pair of rubber cleaning gloves per month, protective aprons and masks.

27.02 Uniforms

Where the Employer requires an employee to wear uniform or special clothing, such uniforms or special clothing will be provided by the Employer at no cost to the employee.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Duration and Renewal

- (a) 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.
- (b) The terms of this Agreement shall become effective from **June 11, 2012** except where otherwise indicated in the Agreement.

28.02 Future Legislation

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.

28.03 No Strike No Lockout

During the term of this agreement:

- a) There shall not be any cessation, retardation, slow down or stoppage of work for any reason by the employees or the Union;
- b) The Employer shall not lock out its employees;
- c) Nothing in this article shall be construed to conflict with the Trade Union Act (Nova Scotia).

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; and
- (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; and
- (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; and
- (e) No employee shall suffer a loss of employment as a result of a merger.

29.02 No liability

The Guysborough County Home Support Agency, its Board of Directors and any management employees, shall not be liable or responsible for compliance with or any alleged violation of any provision of this collective agreement by any successor employer.

IN WITNESS WHEREOF the parties have executed this Agreement the 18th day of
October, 2012.

Guysborough County Home
Support Agency

Nova Scotia Government and
General Employees Union

Denise Halloran, Executive Director

Joan Jessome, President, NSGEU

Barbara Croft, Field Supervisor

Lynette Johnson, Chief Negotiator

Carol Rhynold, RN Supervisor

Greta Roberts, Bargaining Committee

Lorraine Langley, Administrative Support

Marie Veinotte, Bargaining Committee

Barbara Casey, Bargaining Committee

APPENDIX "A" - WAGES AND CLASSIFICATIONS*

**GUYSBOROUGH COUNTY
HOME SUPPORT WORKERS**

<u>Home Support Worker</u>	<u>Regular Rate</u>	<u>Probationary Rate</u>
<u>Expired Rate</u>	<u>\$16.07/hr</u>	<u>\$15.53/hr</u>
<u>April 1/10</u> <u>rate + availability</u> <u>premium</u>	<u>\$16.34/hr</u>	<u>\$15.80/hr</u>
<u>April 1/10</u>	<u>\$16.50/hr</u>	<u>\$15.96/hr</u>
<u>April 1/11</u>	<u>\$16.67/hr</u>	<u>\$16.12/hr</u>

NOTE: It is understood that the Employer has the right to place newly hired employees on the increment scale in accordance with their relevant experience.

Effective April 1, 2010, the rates in effect as of March 31, 2010 shall be adjusted by 1%.

Effective April 1, 2011, the rates in effect as of March 31, 2011 shall be adjusted by 1%.

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 an availability pay of twenty-**seven** cents (\$0.27) per hour for all hours paid **since April 1, 2010**.

This availability pay is incorporated into the Home Support Worker Probationary and Regular Rates shown in Appendix "A", effective the date of ratification.

APPENDIX "B" – LISTED EMPLOYEES

APPENDIX "C" – Employees Hired before September 29, 1997

Employee Days of Unused sick leave credits as of Sept. 29, 1997

APPENDIX "D" – Seniority List

Memorandum of Agreement #1 - 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 18th day of October, 2012

**Denise Halloran
For the Employer**

**Joan Jessome
For the Union**