

Collective Agreement

between

**the INVERNESS COUNTY HOME SUPPORT SOCIETY
(Hereinafter referred to as the “Employer”)**

and

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

April 1, 2010 to March 31, 2012

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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 to provide 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

For the purposes of this Agreement:

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

“Bargaining unit” - is the unit for collective bargaining covering all persons employed by the Inverness County Home Support Society-as home support workers or schedulers.

"Casual employee" - means **an employee who is assigned work on a day to day 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 members of the bargaining unit and are covered by the Collective Agreement except Article 10. A Casual employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.**

“Employee” - means a person employed as a home support worker or as a scheduler on a full-time or regular part-time basis.

“Employer” - means the Inverness County Home Support Society.

"Probationary period" - a period not to exceed four hundred (400) hours worked.

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-wide basis.

"Service" - means the total number of regular hours paid to an employee from the most recent date of hire with the Employer, and includes regular hours worked (including direct client care, travel, paid breaks, allotted time for administrative tasks), designated paid holidays, paid vacation, paid sick leave and paid leaves of absence. One year of service equals two thousand and eighty (2,080) hours paid.

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

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

"Union representative" – means 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 and other persons falling within the bargaining unit as described in Certification Order L.R.B. **4545**.

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 biweekly 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, 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 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.

4.02 No Discrimination for Union Activity

- (a) The Employer agrees that there shall be no discrimination with respect to any employee by reason of membership or activity in the Union.
- (b) **In any discussion between employees/Union or Employer respect for the other Party shall be maintained.**

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 Inverness County Home Support Society under its control and to direct the workforce is vested exclusively with the Employer except as specifically abridged or modified by the express 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.

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 6.01 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 Agency 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. 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 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 two (2) 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 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 not be unreasonably withheld. 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 Agency Director or her 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. The Agency Director or her designate shall answer the dispute within two (2) days of the discussion, unless the Union agrees to extend this time limit.

- (b) Step 2 - If the dispute is not resolved orally at Step 1, the employee or the Union on her behalf shall submit a written grievance to the Agency Director or her 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 ten (10) 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) Time limits in this grievance procedure are mandatory. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance.
- (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 personal harassment shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the union 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 (they) deem 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. "The Employer shall not be required to establish just cause for discipline or discharge of a probationary employee."

8.03 Notification

When an employee is discharged, or suspended without pay, the Employer shall within twenty-four (24) hours 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 the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 2 of the grievance procedure.

8.04 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee shall include suspensions, letters of reprimand, or adverse reports. Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of three (3) years from the date it was issued, provided there have not been any further infractions of the same nature.

8.05 Right to Have Steward Present

- (a) An employee shall have the right to have her steward or Union representative present at any 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 at least twenty-four (24) hours in advance, in order that the employee may contact her steward or Union representative so that the employee can appropriately prepare for the meeting.
- (b) A steward shall have the right to consult with a Union Representative and to have a local Union Representative present at any disciplinary meeting.

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.

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.

9.02 Letter of Appointment

- (a) 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.
- (b) The Employer will provide the Union with the name and date of hire of each person hired as a casual as defined in this Agreement, in the month following the hiring.

9.03 Seniority List

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

9.04 Personnel Files

Upon the written authority of an employee and with appropriate notice, the President of the Union, or her designate, shall be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.

Employees shall have access to their personnel file as so requested in writing two (2) weeks prior to access.

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. Provision 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.

ARTICLE 10 - 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.

10.01 Normal Hours of Work

- (a) The normal hours of work shall include direct hours of client care, paid breaks as per this Article, travel time between clients, travel time for administrative tasks and staff meetings, and allotted time as per this Article for administrative tasks. Administrative tasks includes but is not limited to preparation of client reports, incident reports, phone calls to clients or to/from the office, and for routine paperwork.
- (b) Hours of work for employees shall consist of up to and including forty (40) hours per week. An employee who works six (6) hours or more on a day shall receive two (2) fifteen-minute paid breaks and thirty (30) minutes for administrative tasks. An employee who works three (3) hours or more - but fewer than six (6) hours - on a day shall receive one fifteen (15) minute paid break and fifteen (15) minutes for administrative tasks. Employees who work more than six (6) hours shall receive an additional fifteen (15) minute paid break for each additional three (3) hours worked.
- (c) Travel time from home to the first client of the day and from the last client of the day to home shall be considered paid work time when:

- (i) an employee works fewer than three and one-half (3.5) hours (including travel) in a day.

10.02 Hours of Work for Employees Listed in Appendix “B”

- (a) Hours of work for employees listed in Appendix “B” shall consist of five days, Monday to Friday inclusive, eight hours per day including two (2) fifteen–minute paid breaks and thirty (30) minutes for administrative tasks in a continuous block of time ending no later than 4:30 p.m., unless mutually agreed otherwise by the Employer and the employee.
- (b) During one week in four, an employee listed in Appendix “B” may be assigned eight (8) hours of work in a continuous block of time ending no later than 4:30 p.m. on Saturday and Sunday, with corresponding day(s) off during the week as mutually agreed by the Employer and the employee.
- (c) Employees listed in Appendix “B” shall be granted all holidays defined in Article 13.01 on the day of the holiday, subject to Article 13.03.

10.03 Reduced Hours of Work

An employee who wishes to regularly work fewer than forty (40) hours per week, shall so request to the Employer in writing. The Employer shall give consideration to all such requests. The Employer may subsequently withdraw approval of such a request to meet operational requirements. **The Employer will notify the Union in writing of all changes to employment status.**

10.04 Scheduling of Work for Employees

Scheduling shall be undertaken by the main office at Port Hood and the two sub-offices at Cheticamp and Port Hawkesbury. Scheduling shall be undertaken within the local designated regions (set out as in Appendix “C”) on the basis of Seniority with consideration for proximity of the client to the residence of the employee. Where geographic proximity is relatively equal, the more senior employee shall be assigned, subject to the following considerations.

Client continuity shall also be a factor to be considered in delivery of the service as well as specific written client requests based on legitimate needs.

Subject to these criteria, the Employer shall make every reasonable effort to schedule forty (40) hours, or fewer if the employee is approved as per Article 10.03, per week in the following manner:

- (a) **Daytime assignments**

Eight (8) hours a day (including paid break) between the hours of 6 a.m. and 6 p.m.

(b) **Nighttime assignments in addition to daytime assignments**

If the Employer is unable to schedule an employee as per Article 10.04 (a), the Employer may assign nighttime assignments to make up the remainder of the potential forty (40) - or fewer if approved as per Article 10.03 - hours per week for the employee.

(c) **Continuous blocks of work**

Where operational requirements permit, the Employer will schedule the work in a continuous block of time.

(d) **Weekend Scheduling**

For each employee the Employer shall establish a schedule of every third weekend off. No employee shall be assigned work on her scheduled weekend off, unless mutually agreed otherwise by the Employer and the employee. Where operational requirements permit, no employee shall be assigned work after 5 p.m. on the Friday preceding her scheduled weekend off.

If the Employer can give more than one (1) weekend off in three (3), the Employer shall make every reasonable effort to assign such additional weekend(s) off to employees in order of seniority.

On each weekend, work shall be assigned in reverse order of seniority to the employees designated to work that weekend.

If the Employer cannot meet weekend client needs by following this provision, the Employer may assign weekend work in reverse order of seniority to an employee(s) on her scheduled weekend off.

The parties agree to meet within 90 days of the signing of this agreement to resolve any issues. If the parties cannot agree they will jointly request grievance mediation through the Department of Labour. If the grievance mediation is not successful any outstanding issue will be referred to binding arbitration to be heard by a single arbitrator.

10.05 Maximum hours

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

10.06 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.

10.07 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 twelve (12) 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.

10.08 Schedule of Work Assignments

- (a) The Employer shall provide to each employee once a week the work assignments for the next week. The Employer shall post the hours of work as soon as reasonably possible after the end of each week in each of the three (3) offices.
- (b) Upon request, an employee may schedule an appointment on paid time 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 relevant data and information available to facilitate the discussion.

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.) which are not needed for replacement of hours as provided in Article 10.10 to employees with the most seniority to make up the remainder of the potential forty (40) hours per week schedule.

10.10 Replacement hours

- (a) When during a one-week schedule an employee listed in Appendix "B" loses hours of work as a result of an unforeseen client cancellation, such an employee shall be paid the scheduled visit time and travel time and any applicable kilometrage reimbursement, or the Employer may provide the employee with an alternate assignment or assignments at least equal to the scheduled visit time, and on the day of the cancelled visit and no later than 4:30 p.m.
- (b) When the 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 the pay period or five (5) days, whichever is greater, of the cancellation and shall not come from hours already scheduled to another employee.

- (c) Effective no later than January 31, 2006 the Employer will identify additional positions to be deemed full time. These employees will be guaranteed forty (40) hours per week. Any hours cancelled shall be reassigned within the pay period or five (5) days, whichever is greater, of the cancellation and shall not come from the hours already scheduled to another employee.
- (d) If the Employer is unable to reassign cancelled hours the employee, shall suffer no loss of pay or benefits for the cancelled hours.
- (e) If cancellations occurs at the door, applicable kilometrage and travel time shall be paid.
- (f) Reassigned cancel hours will not exceed the hours outlined in Article 10.05.
- (g) The number of Appendix "B" and full time employees will total twenty (20). The full time positions will be determined by Seniority.

10.11 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 or the applicable overtime rate for the period worked, whichever is greater. A callback occurs after an employee returns home from their last client visit of the day and before 6:00 am the following day.

ARTICLE 11 - OVERTIME

11.01 Definitions

- (a) "overtime" means authorized work in excess of an employee's regular work week of forty-two (42) hours a week or in excess of twelve (12) hours in a day. For the purpose of this Article, overtime applies when more than forty-two (42) hours a week of authorized work is performed or where more than twelve hours in a day is performed. Work excludes unworked time that is paid by the Employer.
- (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 Overtime Availability List

Employees shall notify the Employer in writing of their willingness and availability to accept scheduled overtime. Overtime hours shall not exceed four (4) hours per week per employee unless no other employee is available to do the work.

Provided that the employee is able to meet the needs of the client (s) as determined by the Employer, the Employer shall offer scheduled overtime to such employees with the most seniority.

ARTICLE 12 - TRAVEL

12.01 Reimbursement

- (a) For travel in providing client services, all employees shall be paid **fourteen dollars and fifty-six cents (\$14.56)** per scheduled working day, effective April 1, 2011, **fifteen dollars and fifty cents (\$15.50)** effective April 1, 2012, (or more/less if the Civil Service rate goes up/down) cents per km, whichever the employees chooses. Effective April 1, 2010 the kilometre rate shall become **thirty eight point one three (38.13)** cents. Effective April 1, 2012 the rates shall be further adjusted by (to be determined by the Provincial Civil Service). The daily rate shall be similarly adjusted by the percentage rate increase applied to the kilometre rate.
- (b) **Employees shall advise the employer on an annual basis of their choice of per diem or per kilometer as reimbursement for travel.**
- (c) Travel in providing client services includes travel between clients, travel for administrative tasks, travel in excess of twelve (12) km for each trip from home to a client visit, and for travel in excess of twelve (12) km for each trip from a client visit to home.

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 Reporting kilometres for reimbursement

The employee shall submit on the prescribed forms a record of kilometrage for reimbursement a minimum of monthly.

ARTICLE 13 - PAID 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

For employees listed in Appendix "B", if any of the holidays defined in Article 13.01 falls on a Saturday or Sunday, the Employer shall grant the holiday with pay 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 is excluded from this clause.

13.05 Compensation for Time Worked on a Holiday

If an employee is required to work on any of the holidays defined in Article 13.01, 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.

13.06 Christmas or New Year's Day Off

Each employee not listed in Appendix "B" shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed, and the Employer will make every effort to give at least two (2) other holidays defined in Article 13.01 off on the actual day of the holiday.

ARTICLE 14 - VACATIONS

14.01 Annual Vacation Entitlement

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

- (a) during the first calendar year of employment - at the rate of ten (10) days per year;
- (b) each year after one (1) calendar years of employment but less than seven (7) calendar years of employment - at the rate of fifteen (15) per year;
- (c) each year after seven (7) calendar years of employment but less than twelve (12) calendar years of employment - at the rate of twenty (20) days per year;
- (d) each year after twelve (12) calendar years of employment - at the rate of twenty-five (25) days per year.

14.02 Vacation Pay

- (a) Employees listed in Appendix "B" shall be paid eight (8) hours pay for each vacation day.
- (b) An employee's vacation pay shall be pro-rated according to her paid hours in the preceding calendar year. One year's service is equal to two thousand and eighty (2,080) hours paid.

14.03 Vacation Year

The vacation year shall be January 1 to December 31.

14.04 Vacation Carryover

An employee may carry over up to ten (10) days' vacation up to March 31 of the following vacation year. Vacation credits not used or carried over by the end of the vacation year shall be paid out to the employee.

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.

14.06 Vacation Scheduling

- (a) The Employer will make all reasonable efforts to accommodate the wishes of an employee for vacation leave.
- (b) Employees shall make requests in writing by March 31 and the Employer shall respond in writing by April 30 indicating whether or not the employee's vacation request is authorized. If the request is not authorized, the employee may ask that the vacation request be wait listed in case of future change (s) or cancellation (s), which would enable the Employer to grant the request.
- (c) Where operational 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 the greatest length of seniority.
- (d) Requests for vacation leave made after March 31st shall be subject to operational requirements. The Employer will confirm such vacation requests as soon as possible and within three (3) weeks of receipt of the request.
- (e) An employee shall not be scheduled or required to work the weekend prior to or following her vacation.

14.07 Unbroken Vacation

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 three (3) consecutive weeks, or in excess of two (2) weeks during the months of July and August.

Notwithstanding the above, requests 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 the 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 the illness is for a period of three (3) or more consecutive days, 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

- (a) 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.
- (b) For the sake of clarity, sick leave pay shall be equal to the amount that the employee would have been paid had she been able to perform the duties of her position. This amount includes hours of work as defined in Article 10.01.

15.02 Amount of Sick Leave

Each employee listed in Appendix "B" shall be granted two and one-half (2.5) days of sick leave per month with pay for each calendar month of work for the Employer up to a maximum accumulation of one hundred and fifty (150) days.

Each employee not listed in Appendix "B" shall be granted twenty (20) hours of sick leave with pay per one hundred and seventy-three (173) hours paid to a maximum accumulation of one thousand two hundred (1,200) 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. Every employee who reports in sick shall be treated with courtesy and respect.

15.05 Medical Certificate

An employee who is off sick for three (3) or more consecutive days shall provide a medical certificate.

15.06 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 and to meet the requirements of the position. Cost for certification and/or prognosis will be paid by the Employer.

ARTICLE 16 - PAYMENT FOR CERTIFICATES AND EXAMINATIONS

16.01 Payment for Medical Certificates and Examinations

Where, pursuant to this Agreement, an employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations, medical certification forms or reports.

ARTICLE 17 - EDUCATION AND TRAINING

17.01 Education and Training

- (a) The Employer recognizes that continuous education is of benefit to the agency, staff and clients.
- (b) The Employer will continue to make available appropriate training programs to enable employees to perform present and future duties more effectively. The cost of these training programs shall be borne by the Employer, if required by the Employer.
- (c) The Employer shall cover the full cost of travel, meals and lodging for these courses/training, refreshers, updates, etc. Time spent in such training shall be considered to be time worked. Time spent in such training greater than four (4) hours shall be considered to be seven (7)

hours worked if work is not scheduled to fill this seven (7) hour period. The total of training time and scheduled work (if any) during this seven (7) hour period shall be seven (7) hours worked.

- (d) If the Employer cancels or shortens a workshop or training session, employees shall suffer no loss of regular pay for the day(s) of the workshop or training session. The Employer may assign client visits to such employees during the time period of the cancelled workshop or training session.

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 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 related course expenses, travel and accommodation costs, and will be provided leave of absence with no loss of regular pay for the time required to complete the training and education. Such time shall be considered as regular hours paid.

ARTICLE 18 - WORKERS' COMPENSATION

18.01 Workers' Compensation

Employees injured during working hours are covered by Workers' Compensation. No employee shall have her employment terminated as a result of absence from work with a compensable accident.

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-injury 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. 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 - ALCOHOL AND DRUG DEPENDENCY

19.01 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.

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 seventeen (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.
- (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 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 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-four (34) weeks in addition to the leave provided for in Article 20.01(a).
- (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 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 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, even if it means reassigning client visits from the most junior employee(s). During the period of leave, the Employer will pay the agreed portion of the benefit plans 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 for the duration of the leave and her 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 Leave for Family Illness and Family/Personal Business

In case of appointments for family business, family illness, or personal business, the employee shall be granted, upon approval, after notifying her Agency Director or designate, leave with pay up to twenty-four (24) hours per annum.

20.07 Leave for Medical & Dental Appointment

Employees shall be allowed paid leave of absence in order to engage in personal medical and dental care. Such leave will be debited against sick leave credits.

20.08 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 five (5) consecutive working days. Immediate family is defined as father, mother, step-parent, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child or ward of the employee, grandparent, great 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 for one (1) day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece or nephew of the employee, grandparents, or great grandparents of the spouse of the employee.
- (c) An employee shall notify the Agency Director or delegated official as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.
- (d) Employees listed in Appendix "B" shall be paid eight (8) hours pay for each day of bereavement leave. For employees not listed in Appendix "B", 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 according to her paid hours in the preceding calendar year. An

employee who has been employed for less than one calendar year shall be pro-rated according to her paid hours during her period of employment.

- (e) 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.
- (f) 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.

20.09 Court Leave

- (a) Leave of absence without loss of earnings shall be given to every employee other than an employee on a leave of absence without pay or suspension, who is required:
 - (i) to serve on a jury; 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 20.09 (a) shall have deducted from her salary an amount equal to the amount of money she receives for such duty.

20.10 Special Leave

The Employer, at its sole discretion subject to operational requirements may grant to an employee:

- (a) special leave without pay or benefits, for such a period as the Employer deems circumstances warrant.
- (b) special leave with pay for reasons other than those covered under Article 20.01 to 20.09 inclusive, and for such period as it deems circumstances

warrant. Where special leave is granted with pay, such pay shall be deducted from vacation entitlement.

20.11 Leave for Emergency

Employees shall 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.

20.12 Education Leave

Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.

Leaves of absence for education purposes shall not be unreasonably denied.

20.13 Leave for Storm or Hazardous Conditions

During severe storm conditions the Agency Director shall determine whether or not the Agency shall be closed or service shall be suspended in a particular region(s). In such an event, employees shall suffer no loss of pay or benefits.

An employee shall suffer no loss of pay or benefits where she is unable to attend her place of work as a result of the condition of public streets and highways during severe storm conditions. In such circumstances, the employee shall advise the Employer of any client visit she cannot make.

20.14 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 Benefit Plan

The Employer will continue to participate in the Group Benefit Plan, which existed at the coming into force of this Agreement. The Employer agrees to pay one hundred per cent (100%) of the total premium cost for all employees listed in Appendix "B" and the Employer agrees to pay sixty-five per cent (65%) of the total premium cost for all employees not listed in Appendix "B" who meet the eligible criteria of the Group Plan.

21.02 Pension Plan

The Employer will continue to participate with employees in the Pension Plan, as it existed at the coming into force of this Agreement.

The Employer agrees to present to the Union by May 1, 2002 a proposal to make available cost-shared pension plan coverage to employees not listed in Appendix "B". Such a proposal will not go into effect without the approval of the Union.

21.03 No Changes Without Agreement

No changes will be made in the Pension Plan or the Group Benefit Plan without the consent of the Employer and the Union.

ARTICLE 22 - HEALTH AND SAFETY

22.01 Safety and Health Provisions

The Employer shall continue to make and enforce provisions for the occupational safety, health and security of employees. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures

and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

22.02 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), as amended from time to time. Any breach of the employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

22.03 Joint Occupational Health and Safety Committee

- (a) The Employer agrees to provide a Joint Occupational Health and Safety Committee comprised of equal representation of the Union and the Employer.
- (b) The Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. The Committee shall meet as often as required. Minutes of the meetings will be kept and copies distributed to all Committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- (c) The Committee's responsibilities will include performing any duties provided for in this Collective Agreement, or as the Union and Employer may from time to time 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 22.03(d) shall be considered to be time worked.

22.04 First-Aid Kits

The employer shall provide a first aid kit to be carried by employees in their vehicle.

22.05 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.

22.06 No Discrimination

Pursuant to Section 45 of the Act, neither the Union nor the Employer shall 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.

22.07 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 or vacancy is created within the bargaining unit, the Employer shall distribute written notice of such new position or vacancy to all employees.
- (b) The notice of vacancy shall indicate:
 - (i) the classification of the position;
 - (ii) the work unit and the location to which the position is regularly assigned;

23.02 Time Limits for Filling Vacancies

The Employer shall make all reasonable efforts to fill vacancies in regular positions within one (1) month of the posting of the regular position.

23.03 Conversion of casual employee to part-time employee

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

23.04 Non-bargaining-unit vacancy or new position

- (a) When a new position or vacancy is created outside the bargaining unit, the Employer shall distribute written notice of such new position or vacancy to all employees.
- (b) If such a position or vacancy can be filled with a qualified bargaining unit employee who applies for the position or vacancy, the Employer shall not award the position to a person outside the bargaining unit.

ARTICLE 24 - LAYOFF AND RECALL

24.01 Exceptions

Throughout this Article, 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 Layoff

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. No Home Support Worker shall be laid off or have hours reduced in order to assign work to continuing care assistants.

24.03 Union Consultation

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an employee(s).

24.04 Layoff in Reverse Order of Seniority

Employees shall be laid off in reverse order of seniority.

24.05 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and the employee (s) who is/are to be laid off, except where a greater period of notice is provided for under (c) below.
- (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.

24.06 Recall in Order of Seniority

Employees shall be recalled in reverse order of layoff.

24.07 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.

24.08 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 eighteen (18) months without recall.
- (d) the employee is absent from work for a period of greater than one (1) year, subject to Article 20.10 herein.

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 Agency Director not less than two (2) weeks prior to the effective date of termination, provided however that the Agency Director may accept a shorter period of notice. The Agency Director shall acknowledge by letter the receipt of the resignation within five (5) days.

26.02 Withdrawal of Resignation

An employee who has terminated her employment through resignation may withdraw her resignation within two (2) weeks of the time it has been acknowledged by the Agency Director in accordance with Article 26.01.

ARTICLE 27 - UNIFORM ALLOWANCE

27.01 Provision of Protective Clothing or Allowance

The Employer will provide personal care gloves, cleaning gloves, **plastic** aprons and other materials and equipment needed to carry out job tasks.

ARTICLE 28 - WAGES AND CLASSIFICATIONS

28.01 Rates of Pay

The wages as set out in Appendix "A" shall be increased as follows:

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 shall be increased by 1% each year on April 1, 2010 & 2011.

28.02 Biweekly payment of wages

Wages shall be paid biweekly.

28.03 Acting Pay

Where an employee is designated to perform for a temporary period of three (3) or more consecutive days the principal duties of a higher position, she shall receive the wages of the higher position, including for the three (3) days.

28.04 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.

28.05 Evening Premium

An employee shall receive a premium for all hours worked, including overtime hours worked between 6:00 pm and 6:00 am as follows:

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

28.06 Weekend Premium

An employee shall receive a weekend premium for all hours worked between midnight on Friday and midnight on Sunday as follows:

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

28.07 Retirement Allowance

This provision shall become effective on the date of signing of the collective agreement. This provision shall not apply to casual employees. This provision shall not apply in conjunction with any other retirement allowance provision.

An employee who retires because of age, or physical or mental incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan, and who has been eligible to join the Employer's Pension Plan or group RRSP for less than ten(10) years, shall be eligible for a Retirement Allowance, The Retirement Allowance shall be five hundred dollars (\$500.00) for each year of service the employee has not been eligible to join the Employer's Pension Plan or group RRSP plan.

An employee working less than full time at any point during her employment shall have the Retirement Allowance pro-rated in direct proportion to the total regular hours paid during the service (as compared to the total regular hours paid to an employee working full time during the length of service).

For the purpose of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since her most recent date of hire.

This provision shall not apply to employees hired after the date of signing of this collective agreement.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Duration and Renewal

The term of this Agreement shall be from the date of 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.

29.02 Effective Date of Agreement

Unless otherwise stated, the terms of this Agreement shall become effective **June 18, 2012.**

29.03 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 29.03 (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.

29.04 Retroactive Pay

Retroactive pay shall be paid as per Article 29.02 and to any employees who retired or resigned during the term of this agreement.

ARTICLE 30 - SUCCESSOR RIGHTS

30.01 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.

30.02 No liability

Inverness County Home Support Society 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 4th day of October, 2012.

Inverness County Home Support Society

Nova Scotia Government and General Employees Union

Claire MacNeil, Board Chair

Joan Jessome, President, NSGEU

Angela MacEachern, Agency Director

Neil McNeil, Chief Negotiator

Patsy Campbell, Local 39

Charlene Lelievre, Local 39

Joan MacLeod, Local 39

**APPENDIX "A" - WAGES AND CLASSIFICATIONS
INVERNESS COUNTY HOME SUPPORT SERVICES**

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

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 receives an availability pay of **twenty-seven (\$0.27)** per hour for all hours paid. This will increase by **1.0** percent as of April 1 of each year of the Agreement. **This availability pay is incorporated into the Home Support Worker Probationary and Regular Rates shown in Appendix "A", effective April 1, 2010.**

Home Support Worker/Scheduler	
Expired Rate	\$18.39/hr
April 1/10	\$18.57/hr
April 1/11	\$18.76/hr

APPENDIX "B" - LISTED EMPLOYEES

MEMORANDUM OF AGREEMENT #1 Scheduling of Work for Employees

The Parties agree that the following will be implemented as soon as is reasonably possible after the ratification of the Collective Agreement.

1. The Employer shall establish a schedule of every second weekend off for each employee.
2. No employee shall be assigned work on her scheduled weekend off, unless mutually agreed otherwise by the Employer and the Employee.
3. Days of rest shall be scheduled on a rotating basis.
4. For the purpose of this memorandum article 10.07 (b) shall not apply to work performed on Fridays, Saturdays and Sundays. The minimum rest period for Fridays, Saturdays and Sundays only shall be eight (8) hours.
5. This schedule shall be in place on a trial basis for a period of one year.
6. This memorandum shall override the language of Article 10.04(d) for the duration of the trial period.
7. The parties agree to meet on a regular basis to discuss issues arising from the implementation and to work cooperatively to find solutions to concerns identified by either party.
8. At the conclusion of the one year trial period the parties may choose to:
 - A) Extend the trial period for an agreed upon period of time.
 - B) Permanently incorporate the schedule into the agreement.
 - C) Revert back to the previous language.

**Angela MacEachern
Inverness County Home
Support Society**

**Oct 4, 2012
Date**

**Neil McNeil
Nova Scotia Government and
General Employees Union**

**Sept 4/12
Date**

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 4th day of October, 2012

Angela MacEachern
For the Employer

Neil McNeil
For the Union