

COLLECTIVE AGREEMENT

between

**Digby/Clare Home Support Agency
(Agence de soutien a domicile)
(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 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 –DEFINITIONS

1.01 Definitions

“Agreement” the Collective Agreement between Digby/Clare Home Support (Agence de soutien a domicile) 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 #4406 covering full-time and regular part-time employees of the Digby/Clare Home Support Agency (Agence de soutien a domicile) employed as Home Support Workers for whom the Nova Scotia Government and General Employees Union is the bargaining agent.

“Casual” – means an employee who is employed on an occasional but non-regularly scheduled basis. A casual employee is not a member of the bargaining unit.

“Employee” means a person employed as a home support worker on a full-time or regular part-time basis. An employee who works less than twenty-one (21) hours per week on average will not be eligible for Pension Plan or Group Benefit Plan coverage.

“Employer” – Digby/Clare Home Support Agency (Agence de soutien a domicile).

“Holiday” – means the 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 15.

“Probationary period” – a period for up to nine hundred and ten (910) hours of work, or as may be extended by mutual agreement between the Employer and the Union.

“Seniority” – means the length of continuous employment dating from the most recent date of hire within the bargaining unit. An employee’s seniority date shall not change.

“Service” – means the total number of regular hours paid to an employee from the most recent date of hire and will include all regular hours worked, designated paid holidays, paid vacation, paid sick leave and paid leaves of absence.

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

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

“Union representative” – any person designated by the Union either on staff of the Nova Scotia Government and General Employees Union or a bargaining unit member.

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 persons employed by the Employer as Home Support Workers on a full-time and part-time basis and covered by LRB Order 4406. Excluded are casual employees as defined by Article 1 herein.

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 following completion of their first month of employment.

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 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 Parties agree that there shall be no discrimination as established by the Nova Scotia Human Rights Act.

4.02 Reasonable Accommodation

Pursuant to the Human Rights Act, the Employer and the Union shall make reasonable accommodation for employees to ensure that they are not discriminated against.

4.03 No Discrimination for Union Activity

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

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Agency 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.

ARTICLE 6 – UNION BUSINESS

6.01 Leave Without Pay

Where operational requirements permit, and with not less than fourteen (14) days 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 Government Employees Union and 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.

When fourteen (14) days notice is not possible, the Employer will give consideration to such requests.

Such permission will not be unreasonably withheld. 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 cost of benefits for the period of such leave within a reasonable period of time. Such payment shall only be for time spent that would have otherwise been scheduled work time.

6.02 Notification to Employer

The Union shall notify the Employer in writing of the names of employees who are members of the Board of Directors, the

Bargaining Unit Negotiating Committee, and any other committee members (i.e. stewards, the Occupational Health and Safety Committee, Labour/Management Consultation Committee).

6.03 Annual Meeting

- (a) Where operational requirements permit and subject to (b) herein, 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.

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 cost of benefits for the period of such leave within a reasonable period of time. Such payment shall only be for time spent that would have otherwise been scheduled work time.

6.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Agency Director shall grant special leave with pay for three (3) days for 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 Rights and Duties of Stewards

- (a) The Employer recognizes the Union's right to select two (2) stewards. 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 the names of the two (2) stewards. A steward shall obtain the permission of her immediate supervisor or designate before leaving her work to perform her duties as a steward.

- (b) The steward shall be notified in advance of a grievance meeting and shall obtain the permission of their immediate supervisor to attend. Such permission will not be unreasonably withheld.

In an emergency disciplinary situation, a steward will be given at least one (1) hour's notice of a meeting, have her clients rescheduled by her supervisor, and report for the meeting and return as soon as possible to work.

- (c) Stewards shall not suffer any loss of wages or benefits as a result of time spent on their duties during regular working hours but there shall be no compensation to employees who are stewards for time spent on other duties outside regular working hours.

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. This provision shall not apply to employees on extended leave for Union business. (e.g. Leave for NSGEU President)

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 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 supervisor shall have five (5) days to respond to the employee.

- (b) Step 2 – If the dispute is not resolved orally at Step 1, the employee or the Union on their behalf shall submit a written grievance to the Agency Director or their designate within ten (10) days of Step 1 response and the Employer shall arrange a meeting with the Union representative named in the grievance or alternate 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 of both parties.
- (c) Step 3 – If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) 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. The time limits established in this Article may be altered by the written mutual consent of the parties.

7.02 Policy Grievance

Where either the Union or the Employer dispute the general application or interpretation of the Agreement, Step 1 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 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 as 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

In accordance with Section 43(2) and 43(3) of the Trade Union Act, one-half of the fees and expenses of the arbitrator shall be paid by the Employer and the Union.

7.08 Expedited Arbitration

By mutual agreement by both parties to this collective agreement, arbitration may be in the form of expedited non-binding arbitration as per Voluntary Planning or as per non-binding grievance mediation provided by the Department of Labour.

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 the union.

8.02 Just Cause

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just cause. A probationary employee may be terminated at any time during the probationary period without the Employer having to establish just cause.

A newly hired employee shall be on probation for up to nine hundred and ten (910) hours of work or as may be extended by mutual agreement between the Employer and the Union.

8.03 Notification

- (a) Where an employee is disciplined, suspended without pay, or discharged, the Employer shall notify the employee in writing by certified mail or by personal service, stating the reason for the suspension or discharge.
- (b) Should the Employer fail to notify the Union, then the time limits for the filing of a grievance shall not apply.
- (c) When an employee (who has completed the probationary period) has been suspended or discharged, the employee may, within ten (10) days of the date on which the employee first became aware of the suspension or discharge, file a grievance at Step 2 of the grievance procedure.
- (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. The time limits established in this Article may be altered by the written mutual consent of the parties.

8.04 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee (who has completed her probationary period) shall include written warnings, suspensions or discharge. The record of such disciplinary action shall be removed from the employee's file after the expiration of two (2) years from the date it was issued, provided there has been no other disciplinary action taken during that 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 or any 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.

ARTICLE 9 – EMPLOYER LIABILITY

9.01 Legal Representation

- (a) Where an employee, as a result of acting lawfully in the performance of their duties, without negligence or willful 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. It is the responsibility of the Employee to apply to the Employer for representation under the Article.

9.02 Right to Grieve

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 agrees to supply copies of the Agreement to:

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

The Employer shall pay the cost of printing such copies of the Agreement.

10.02 Letter of Appointment

- (a) The Employer shall notify NSGEU of the name of a newly hired employee when Union dues are remitted.
- (b) A casual employee's letter of appointment shall be copied to the Union.

10.03 Seniority List

An updated seniority list shall be posted in the workplace no later than April 15 each year. The Employer shall send a copy of this list to the Union.

10.04 Personnel Files

Upon the written authority of an employee and with appropriate notice, the President of the Union Local, 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.

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. 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 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 Normal Hours of Work

- (a) The normal hours of work shall include direct hours of client care, five (5) minutes per client visit for administrative tasks, with a minimum of one (1) hour per week, travel time between clients, paid breaks as per (c) herein, and staff meetings as per this Article.
- (b) The normal hours of work for employees shall be eighty (80) hours paid time biweekly. The normal hours of work set out in this Article is in no way intended to be a guarantee of work or pay.
- (c) An employee who works more than three (3) hours but fewer than six and one-half (6.5) hours -- on a day shall receive one (1) fifteen (15) minute paid break. An employee who works six and one-half (6.5) hours on a day shall receive two (2) fifteen (15) minute paid breaks. Employees who work more than six and one-half (6.5) hours shall receive an additional fifteen (15) minute paid break for each additional three (3) hours worked.
- (d) An employee may take up to a one-half hour unpaid meal break if requested and such break will be scheduled.
- (e) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel time from her first client to home and from home to the next client and so on until the work day ends. Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.
- (f) All employees shall be paid travel time to attend meetings **and training as per 18.01(e).**

11.02 Reduced Hours of Work

An employee who wishes to regularly work fewer than eighty (80) hours per two (2) week pay period or to limit their availability, shall so request to the Employer in writing. Such requests **shall not be unreasonably denied. The Employer may subsequently withdraw approval of such a request to meet operational requirements.**

11.03 Scheduling of Work

- (a) Subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences (including the client's right to receive care from an employee of the same sex), and subject to the employee's ability to meet the needs of the client(s), and subject to the availability of the work, the Employer shall make a reasonable effort to schedule employees in order of seniority for eighty (80) -- or fewer subject to Article 11.02 -- hours per two-week pay period.

Notwithstanding a senior employee will not be denied available hours from a junior employee when scheduling available hours because of geographic proximity (up to and including the adjoining geographic areas), client continuity or client preference.

- (b) Such scheduling shall be done in the following manner:

- (i) Rotations

Employees will be required to work weekends on a rotation basis and evenings on a rotation basis. Should fewer employees be required on an evening or weekend shift than were designated, then the work will be assigned in reverse order of seniority. The senior employee (s) not required to work in this situation may be required to work another shift.

- (ii) Seniority

Subject to Article 11.03 (a), every reasonable effort will be made to assign employees to provide care to clients on the basis of seniority in the assignment to new clients and

in the assignment of an increase in the hours of current clients.

(iii) Continuous blocks of work

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

(iv) Weekend scheduling

For each employee the Employer shall establish a schedule of every second weekend off. No employee shall be assigned work on her scheduled weekend off, unless mutually agreed otherwise. If the Employer cannot meet client needs by following this provision, the Employer may assign work in reverse order of seniority to an employee(s) on her scheduled weekend off.

11.04 Maximum Hours

With the exception of respite calls, no employee shall be scheduled to work more than ten (10) hours per day, or for more than forty-eight (48) hours per week, unless mutually agreed upon otherwise by the Employer and the employee.

11.05 Minimum Rest Period

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.

11.06 Schedules

The Employer shall provide to each employee once a week the available and known work assignments for the next week. Work assignments as provided may change, subject to Article 11.03 and subject to operational requirements.

11.07 Compensation for Cancellation Without Notice

- (a) If an employee receives a cancellation with less than forty-eight (48) hours notice of a scheduled client visit the Employer shall reassign such hours lost within the pay period or five (5) days, whichever is greater. Any such hours not rescheduled shall be paid out.
- (b) Reassigned hours shall not come from hours already scheduled to another employee or exceed the provisions in Article 11.04. Reassigned hours are paid at straight time rate and shall not be included in overtime entitlement.
- (c) If an employee arrives at a clients home and work cannot be carried out for any reason such employees shall be compensated as per Article 11.08 (a) herein and the Employer shall pay the applicable kilometrage reimbursement and travel time if any.
- (d) Reassignment of hours shall not occur on an employee's scheduled days off.
- (e) **Once replacement hours are offered (excluding scheduled days off), the Employer is under no further obligation to replace lost hours.**
- (f) **When any employee is advised of a cancellation they shall advise the office without delay.**

11.08 Minimum day's pay

The Employer agrees that every employee shall receive a minimum of **three (3)** hour's pay (including authorized travel time) for any day during which work is performed.

11.09 Callback Compensation

An employee who is called back to work for work not previously scheduled shall be compensated for a minimum of **three (3)** hours at the straight time rate for the period worked. Callback hours shall count as total hours worked. A callback occurs after an employee returns home from their last client visit of the day.

Callback compensation shall not be paid when an employee is seeking additional hours to complete a forty (40) hour week.

ARTICLE 12 – OVERTIME

12.01 Definitions

- (a) Overtime means time worked in excess of eighty-four (84) hours biweekly or in excess of twelve (12) hours in a day.
- (b) Overtime shall be paid at the rate of one and one-half (1.5) times the straight time hourly rate.

12.02 Form of compensation

Compensation for overtime shall be paid except where, upon the request of the employee, overtime may be banked to a maximum of forty (40) hours of overtime. Such overtime shall be paid out as mutually agreed between the employee and the Employer.

12.03 Overtime Authorization

The employee must notify and obtain authorization from the Employer before working any overtime to be eligible for time and one-half compensation.

12.04 Allocation of Overtime

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

ARTICLE 13 – TRAVEL

13.01 Reimbursement

- (a) All employees driving a vehicle shall be reimbursed at the rate of forty point fifty-one (40.51) cents (or more if the Civil Service rate goes up) per km for travel between clients, travel for administrative tasks, travel transporting students, travel in excess of twelve (12) km daily from home to the first client, and

travel in excess of twelve (12) km daily from the last client of the day to home.

- (b) When an employee's total hours of work consist of two (2) hours or less in a day, she shall be reimbursed for all travel from home to the first client and from the last client of the day to home.
- (c) The provincial civil service rate which is in effect on April 1, 2007, and any changes subsequent to April 1, 2007, shall be made to the mileage rate hereunder during the term of the collective Agreement.
- (d) **Subject to unusual circumstances (eg. ferry time), travel time shall be calculated on the basis of one minute per kilometer for travel authorized under this Collective Agreement.**

13.02 Other Travel

All employees driving a vehicle for travel on behalf of the Employer for training or for a conference or meeting shall be paid at a rate of **forty point five one (40.51)** cents (or more if the Civil Service rate goes up) per km. If over a meal period, a meal allowance shall be granted unless meals are otherwise provided. Such allowances shall be \$6 for breakfast, \$7 for lunch, and \$13.50 for supper (or more if the Civil Service rate goes up). To qualify for an evening meal allowance the training, meeting or conference must extend past 6:30 pm.

The provincial civil service rate which is in effect on April 1, 2007, and any changes subsequent to April 1, 2007, shall be made to the mileage rate hereunder during the term of the collective Agreement.

13.03 Payment of Reimbursement

Travel reimbursement shall be made on a monthly basis.

13.04 Insurance

All employees must, upon request, tender written proof of insurance required and a valid driver's license as a condition of employment.

ARTICLE 14 – LABOUR/MANAGEMENT CONSULTATION COMMITTEE

14.01 Establishment of Committee

The Committee is comprised of the Executive Director or designate, and up to one (1) other Employer representative, and the Local Union President and one (1) other member of the bargaining unit as appointed or elected by the Local Union. The President of the Local Union and the Executive Director shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members.

14.02 Employer Policies

The Employer agrees to give the Local a copy of the Agency's written policies and procedures and updates.

At the request of the Local, any such Policies and Procedures which affect members of the bargaining unit may be discussed at the joint meeting. Likewise, any changes or alterations or deletions to written rules, regulations or policies may be discussed at a meeting. No policy will violate the Collective Agreement.

14.03 Matters for the Committee

The Committee may concern itself with matters of mutual concern including the improvement of the relationships between the parties, improved service to the public and suggestions from employees regarding working conditions, service and scheduling.

14.04 Grievances Not for Committee to Consider

The Committee shall not deal with grievances of either party or of individual employees.

14.05 Jurisdiction of Committee

The Committee shall not have jurisdiction over any matter relating to the administration of the collective agreement. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their

discussions. The committee shall have the power to make recommendations only.

ARTICLE 15 – PAID HOLIDAYS

15.01 Paid Holidays

The paid holidays for employees shall be

- | | |
|-----------------------------------------|----------------------|
| (a) New Year's Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Canada Day | (k) Boxing Day |
| (f) First Monday in August or Clare Day | |
- (l) any day proclaimed by the provincial or Federal government as a holiday.

15.02 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.

15.03 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.

15.04 Compensation for Time Worked on a Holiday

If an employee is required to work on any of the paid holidays as defined in Article 15.01, she shall be paid, in addition to her holiday pay, one and one half times (1.5x) her regular rate for hours worked on that day.

15.05 Christmas or New Year's Day Off

- (a) The Employer shall make every reasonable effort, subject to operational requirements, to grant an employee Christmas or New Year's Day off.

- (b) The Employer shall make every reasonable effort to schedule employees off either on December 24th or December 31st after 12 noon.

15.06 Holiday Coinciding with Sick Leave or Other Paid Leave

Where a paid holiday as defined in Article 15.01 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. This provision shall not apply to an employee who has been on more than thirty (30) paid sick leave days when the holiday arises.

15.07 Holiday Pay

Employees shall receive holiday pay to a maximum of eight (8) hours for each holiday defined in Article 15.01 calculated on a pro-rata basis of their total regular hours paid during the two (2) biweekly pay periods immediately preceding the holiday divided by one hundred and sixty (160) hours.

15.08 Holiday Coinciding with Day Off

When a paid holiday (as defined in Article 15.01) coincides with an employee's day off, the employee is entitled, upon request, to another day off without pay at a time mutually agreed between the employee and the Employer within one month of the holiday.

ARTICLE 16 – VACATIONS

16.01 Annual Vacation Entitlement

An employee shall be entitled to accumulate 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) days per year;

- (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) days per year;
- (d) each year after fifteen (15) calendar years of employment – at the rate of twenty-five (25) days per year.
- (e) each year after twenty-five (25) calendar years of employment – at the rate of thirty (30) days per year.**

16.02 Vacation Pay

An employee shall accrue annual vacation pay on the following basis:

- (a) during the first calendar year of employment – at the rate of four per cent (4%) of paid hours;
- (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 paid hours;
- (c) each year after seven (7) calendar years of employment but less than fifteen (15) calendar years of employment – at the rate of eight per cent (8%) of paid hours;
- (d) each year after fifteen (15) calendar years of employment – at the rate of ten per cent (10%) of paid hours.

16.03 Vacation Year

All vacation leave accumulated to March 31 inclusive must be taken during the following vacation year – April 1 to March 31, inclusive – except as provided in Article 16.04.

16.04 Vacation Carryover

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

16.05 Employee Compensation Upon Separation

An employee, upon her separation from the Employer, shall be compensated for earned vacation leave to which she is entitled.

16.06 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of her vacation preference as soon as possible for the following vacation year before May 1 in each year. The Employer will respond in writing by June 1 indicating whether or not the employee's vacation request is authorized. Subject to Article 16.06 (b) and (d), subsequent requests for vacation time will be considered on a first request basis.
- (b) 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 greatest length of seniority.
- (c) The Employer shall post the approved vacation schedule no later than June 15.
- (d) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees by seniority.
- (e) By mutual agreement between the Employer and employee, vacation days if requested may be granted at times other than scheduled in accordance with this Article.
- (f) Employee Request

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved.

- (g) **Notwithstanding the provisions in this Article, the Employer is not required to grant vacations for the weekends an employee is scheduled to work (excludes weekends that are part of a vacation block).**

16.07 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, up to a maximum of three (3) weeks.

Notwithstanding the above, requests for vacation in excess of three (3) weeks in July and August may be granted if all other employees have had their vacation requests for July and August approved. Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

16.08 Illness During Vacation

If an employee is hospitalized during a period of vacation, the employee will be granted sick leave for the days in hospital and her vacation credit shall be restored to the extent of the sick leave.

ARTICLE 17 – SICK LEAVE

17.01 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 with pay when unable to perform the duties of her position because of illness or injury (excluding Workers' Compensation injuries) provided that the employee is not otherwise receiving pay for that day and provided that the employee has sufficient sick leave credits.

In calculating sick leave, an employee shall be paid for hours scheduled as per Article 11.01 (a). Where sick leave extends beyond the posted schedule, an employee shall be paid according to the average payroll for the eight (8) weeks prior to commencement of the sick leave.

17.02 Amount of Sick Leave

All employees shall be granted additional sick leave credits equal to seven per cent (7%) of regular hours paid up to a maximum accumulation of nine hundred and sixty (960) hours.

Upon request, an employee shall be provided a record of their sick leave credits.

17.03 Sick Leave Records

A record of sick leave will be kept by the Employer. Upon request, an employee will be advised of the amount of sick leave accrued.

17.04 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 and such return to work shall be subject to schedules already in effect.

Notwithstanding the above, the employee returning to work may access sick leave credits equivalent to the difference between hours worked and sick leave that would have been paid during the schedule already in effect.

17.05 Medical Certificate

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/or to meet the requirements of the position.

17.06 Payment for Prognosis

Where the employee is required to submit a medical prognosis from a physician selected by the Employer, the Employer shall be responsible for paying the full costs of such prognosis.

17.07 Return from Sick Leave

Subject to Article 11, when a full-time employee returns from sick leave she shall be scheduled as soon as reasonably possible to no

fewer hours than what she was working prior to the beginning of her sick leave, even if it means reassigning client visits from the most junior employee(s).

17.08 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.

17.09 Vacation Earned During Paid Sick Leave

Employees shall continue to earn vacation entitlement during a period of sick leave for which payment is being made directly by the Employer.

17.10 Hospitalization During Vacation

An employee who is hospitalized during vacation shall be entitled to paid sick leave (if accumulated) for the period of hospitalization.

17.11 Leave of Absence Request

Employees who are off sick beyond their sick leave accumulation are required to request an official leave of absence, if they intend to return to work. The request shall not be unreasonably denied.

ARTICLE 18 – EDUCATION AND TRAINING

18.01 Education and Training

- (a) The Employer, employees and the Union recognize that education in Home Support 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 any training programs may, depending on the circumstances, be borne by the Employer. New employees hired after February 1, 2002 without the required qualifications shall pay their own expenses to become qualified.

- (c) The Employer's Policy shall cover travel, meals and lodging for courses/training required by the Employer. Time spent in such training, **including** travel time, shall be considered to be time worked.
- (d) If training is on a scheduled day off, the employee will get another day off to replace the day of training.
- (e) Staff are required to take advantage of continuing education programs as directed by the Employer. This shall be considered as time worked.
- (f) Staff are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the agency through tuition or time off at the discretion of the Agency Director.
- (g) If there are any changes in qualifications of the job function, the employees shall first be notified and given proper work time to upgrade their qualifications paid by the Employer provided funding is provided.
- (h) Subject to operational requirements, leave of absence with no loss of regular earnings shall be granted to allow an employee to write examinations for courses approved by the Employer. Leaves of absence for Home Support Worker education purposes shall not be unreasonably denied.

18.02 Orientation

New employees shall be advised of the name and phone number of the Local Union President and will be encouraged to contact her.

ARTICLE 19 – INJURY ON DUTY

19.01 Reporting of Injuries

An employee who is injured on duty shall immediately report any injury sustained in the performance of her duties to her immediate supervisor in such a manner or on such form as the Employer may from time to time prescribe.

19.02 Workers' Compensation

Employees injured during working hours may be covered by Workers' Compensation. No employee shall have her employment terminated as a result of absence from work while in receipt of Workers' Compensation.

19.03 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. 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 20 – ALCOHOL AND DRUG DEPENDENCY

20.01 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. All employee assistance programs shall be kept confidential.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 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 (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

21.02 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 Employers 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 16.

21.03 Parental and 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-four (34) weeks in addition to the leave provided for in Article 21.01(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 21.03 (a) and 21.03 (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*.

21.04 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. An employee is entitled to only one interruption and deferral of each parental leave.
- (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 and service for the duration of the leave and her service and seniority shall be deemed to be continuous.

21.05 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.

21.06 Leave for Family Illness

In case of illness of a member of an employee's immediate family, meaning husband, wife, son, daughter, father or mother or any relative residing in the employee's household, the employee may be granted, upon approval, after notifying her Agency Director or designate, leave without loss of pay or benefits up to twenty-four (24) hours per annum. This leave is for the employee to provide for the temporary care of the employee's immediate family and for reasonable time to make alternate care arrangements. Such paid leave granted shall be deducted from accumulated sick-leave credits.

21.07 Leave for Medical and Dental Appointment

Employees shall be allowed up to thirty-two (32) hours **paid** leave from work annually to attend personal medical or dental appointments which cannot be booked outside of working hours. The employee shall advise Management as soon as possible of the time and date of such an appointment. Such paid leave granted shall be deducted from accumulated sick-leave credits and shall be limited to the time required to attend the appointment plus reasonable travel time.

21.08 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of pay or benefits for a period of up to five (5) consecutive days commencing midnight following the death. Immediate family is defined as father, mother, step-parent, brother, sister, spouse, child of the

employee, **grandchild of the employee**, father-in-law, mother-in-law, step child or ward of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) In the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, grandparent, or great grandparents, employees shall be entitled to leave without loss of pay or benefits of three (3) consecutive days commencing midnight following the death.
- (c) The foregoing entitlement is subject to the proviso that proper notification is made by the employee to the Agency Director or delegated official.
- (d) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation or sick leave credits.
- (e) One employee shall be scheduled for a follow-up visit in the event of the death of a client.

21.09 Court Leave

- (a) Leave of absence without loss of pay or benefits shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required:
 - (i) to serve on a jury; 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) Any witness fee amounts received by the employee shall be deducted from the amount paid out according to Article 21.09(a).

21.10 Special Leave

The Employer, in any one year, may at its sole discretion, grant to an employee special leave without pay or benefits for such a period as the Employer deems circumstances warrant.

21.11 Leave for Emergency

Employees shall be granted leave of absence with pay up to sixteen (16) hours annually for a critical condition which requires her immediate personal attention and which cannot be attended to by the employee at a time when she is normally off duty.

An employee shall notify the Agency Director or designate of the need for such leave as soon as possible, and granting of such leave shall not be unreasonably withheld.

Such paid leave granted shall be deducted from accumulated sick leave credits.

21.12 Leave for Storm or Hazardous Conditions

An employee shall suffer no loss of scheduled paid hours where storm conditions or the conditions of public highways prevent the employee from performing scheduled work, to a maximum of twenty-four (24) hours per fiscal year (April 1 to March 31).

21.13 State of Emergency

When a State of Emergency is legally declared, employees will make every reasonable effort to report to work as scheduled. Where an employee is unable to report to work, she shall be compensated for all scheduled hours.

21.14 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 22– BENEFIT PLANS

22.01 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 sixty-five (65%) percent of the Medical Plan and fifty per cent (50%) of the premium cost for the remainder of the Group Benefit Plan for all employees who carry full coverage, including health and dental.

22.02 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.

22.03 No Changes Without Agreement

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

22.04 Payment on Approved Leave

The Employer shall pay its share of the premiums of the Group Plan Premium cost for twelve (12) weeks when an employee is on approved leave. After this twelve (12) week period, employees shall pay one hundred per cent (100%) of the premium cost. Suitable arrangements must be made for the employee's payment of the applicable premium cost at the time the leave is approved.

ARTICLE 23 – HEALTH AND SAFETY

23.01 Occupational Health and Safety Act

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

c7 (the Act) and Regulations, as amended from time to time. A copy of this Act and Regulations shall be maintained in the office.

23.02 Joint Occupational Health and Safety Committee

- (a) The Employer agrees to provide for 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 in this Collective Agreement, or as required by the Occupational Health and Safety Act and Regulations, or as the Union and the Employer may mutually agree.
- (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 Committees, 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 Committees if required by the Act or Regulations.

23.03 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.

23.04 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.

23.05 Termination of Employment

Upon termination of employment, the employee shall return all first-aid and any other materials belonging to the Employer. Any final pay owing to the employee will be withheld until all such items are returned.

ARTICLE 24 – JOB POSTING

24.01 Job Posting

- (a) When 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:
 - (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.

24.02 Casuals

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

24.03 Filling Vacancies

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

24.04 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.

24.05 Non-bargaining-unit vacancy or new position

- (a) When a vacancy is created outside the bargaining unit, the Employer shall notify employees of the job opening.
- (b) The Employer shall give consideration to applications from current employees.

ARTICLE 25 – JOB SHARE

25.01 Terms and Conditions of Job Sharing

The Terms and conditions governing job sharing arrangements will be mutually agreed to by the Union and the Employer.

25.02 Part of Collective Agreement

The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement.

ARTICLE 26 – LAYOFF

26.01 Exceptions

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.

26.02 Union Notification

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

26.03 Layoff in Reverse Order of Seniority

Employees shall be laid off in reverse order of seniority subject to operational requirements.

26.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff.
- (b) The Employer shall provide at least fifteen (15) office working days’ notice of layoff. (Normally Monday through Friday and excluding Saturdays, Sundays and statutory holidays.)
- (c) Where the notice required by Article 26.04 (b) is not given, the employee shall receive paid notice equal to seventy-five per cent (75%) of the regular hours paid during the two (2) biweekly pay periods immediately preceding the date of layoff.

26.05 Recall in Order of Seniority

Employees shall be recalled in reverse order of layoff subject to operational requirements.

26.06 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is laid off for more than twelve (12) months without recall.
- (d) the laid-off employee refuses an offer of recall, or fails to return to work within fourteen (14) days of date of recall.

26.07 Voluntary layoff

Subject to Employment Insurance regulations, an employee who generally has fewer than ten (10) scheduled hours per week may request a layoff. The granting of such a layoff shall be at the discretion of the Employer.

26.08 Layoff

No Home Support Workers shall be laid off or have hours reduced in order to assign work to Continuing Care Assistants.

ARTICLE 27 – RE-OPENER

27.01 Change in Agreement

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

ARTICLE 28 – WAGES AND CLASSIFICATIONS

28.01 Rates of Pay

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

28.02 Weekly Payment of Wages

Wages shall be paid bi-weekly by direct deposit unless otherwise agreed by the Employer and the Union. The Employer shall make the bi-weekly pay stubs available at the Agency Office except, where requested by the employee, bi-weekly pay stubs shall be mailed out to the employee.

28.03 Acting Pay

Where an employee is designated to perform for a temporary period of one (1) or more consecutive days the principal duties of a higher paying position outside the bargaining unit, she shall receive the wages of the higher position, including for the one or more days, provided she is trained and qualified to do the work.

28.04 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 April 1, 2008 - \$ 0.50 per hour
Effective October 31, 2008 - \$1.00 per hour
Effective April 1, 2009 - \$1.50 per hour

28.05 Weekend Premium

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

Effective April 1, 2008 - \$ 0.50 per hour
Effective October 31, 2008 - \$1.00 per hour
Effective April 1, 2009 - \$1.50 per hour

ARTICLE 29 – PROTECTIVE CLOTHING

29.01 Provision of Protective Clothing or Allowance

The Employer will provide gloves, aprons, masks and other materials and equipment needed to carry out job tasks as required by the Employer.

ARTICLE 30 – NOTICE OF RESIGNATION

30.01 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 ten (10) office working days (Monday - Friday) prior to the effective date of resignation, however 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) office working days.

30.02 Withdrawal of Resignation

An employee who has terminated her employment through resignation may withdraw her resignation within two (2) office working days (Monday – Friday) of the time it has been received by the Employer.

ARTICLE 31– TERM OF AGREEMENT

31.01 Duration, Renewal

The term of this agreement shall be from **April 1, 2007 to March 31, 2010** 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 expiry. Retroactive wage increases shall apply to persons who are employed as of the date of ratification or who have retired during the term of this agreement.

31.02 Effective Date of Agreement

Unless otherwise stated in this agreement or in the Appendix, the terms of this agreement shall become effective from October 27, 2008.

31.03 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.

31.04 No Strike nor 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 32 – SUCCESSOR RIGHTS

32.01 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.

32.02 No liability

Digby/Clare Home Support (Agence de soutien a domicile) shall not be liable or responsible for any action or inaction by a successor employer.

IN WITNESS WHEREOF the parties have executed this Agreement on the 22nd, day of January, 2009 at Weymouth, NS.

On behalf of the Employer

Josephine Hanna

Donna Coggins

Christina Hersey

On behalf of the NSGEU

Joan Jessome, President, NSGEU

Grant Vaughan, Chief Negotiator

Judy Veinot, Bargaining Committee

Bonita Gilbert, Bargaining Committee

Ann Dube, Bargaining Committee

Appendix 'A'

Salary Scales

<u>Home Support Worker</u>	<u>Regular Rate</u>	<u>Probationary Rate</u>
<u>Expired Rate</u>	<u>\$14.75/hr</u>	<u>\$14.25/hr</u>
<u>April 1/07</u>	<u>\$15.18/hr</u>	<u>\$14.66/hr</u>
<u>April 1/08</u>	<u>\$15.62/hr</u>	<u>\$15.09/hr</u>
<u>April 1/09</u>	<u>\$16.07/hr</u>	<u>\$15.53/hr</u>

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-five cents (\$0.25) per hour for all hours paid this will increase by 2.9 percent as of April 1 of each year of the Agreement.