

# **COLLECTIVE AGREEMENT**

between

**Yarmouth Argyle Home Support Services**  
(Hereinafter referred to as the "Employer")

and

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

**Effective**  
**April 1, 2007 to March 31, 2010**

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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 the settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either party alleges that the Agreement has been violated.

## **ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS**

### **1.01 Definitions**

"Agreement" - the Collective Agreement between Yarmouth Argyle Home Support Services 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 #4840 covering all persons employed by Yarmouth Argyle Home Support Services as home support workers and office employees for whom the Nova Scotia Government and General Employees Union is the bargaining agent.

"Casual employee" - means a person who works on a day-to-day basis as required. Casual employees are not members of the bargaining unit and are not covered by the terms of the Agreement save and except for wage rates.

**Direct service hours means direct hours of client care.**

"Employee" - means a person employed as a home support worker or office employee within the bargaining unit.

"Employer" - Yarmouth Argyle Home Support Services

"Holiday" - means 24-hour period commencing at 00:01 hours on the day designated as the holiday as per Article 14.

**“Hours Paid” – includes direct service hours, and indirect service hours paid by the employer. (See new definition “Direct Service Hours” and “Indirect Service Hours”). It also includes periods when the employee is in receipt of Employment Insurance sick benefits or benefits from any Long-Term Disability (LTD) Plan or the Workers’ Compensation Board.**

**“Hours worked” – include direct service hours and indirect service hours.**

**“Indirect service hours” include overtime (payment not attributed to direct client care), travel as per Article 10:01 (c), time spent at meetings including staff meetings with an employee(s) called by the employer, training, paid breaks as per Article 10:01 (b), paperwork, preparation of incident reports (15 minutes per report), seven (7) minutes per visit for administrative tasks, holiday unworked time, sick time, accrued vacation, other (storms, etc.), cancelled visits, and any other wage, benefit, or contractual costs of employment not mentioned herein.**

**Probationary employee” means a person hired for a permanent position, who has not completed the probationary period, and is not a casual employee.**

"Probationary period" - a period not to exceed five hundred (500) hours worked, except the Employer may, if not satisfied with the probationary employee's performance, extend

the probationary period once for a period not to exceed two hundred (200) hours worked.

**“Regular full weekly workload” means 40 hours, from both direct and indirect service hours.”**

"Seniority" - means the length of continuous service dating from the most recent date of hire as an employee with the Employer.

"Service" - means the total number of hours paid to an employee from the most recent date of hire with the Employer.

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

"Union" - Nova Scotia Government and General Employees Union (NSGEU)

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

\*“Week” – means the seven-day period from **00:00:01** hours on Sunday to 24:00 hours Saturday.

**“Workday” is from 00:00:01 to 24:00 except as provided in new Article 10:01(c)(ii) .**

## **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 that NSGEU is the sole representative to bargain with the Employer for all employees in the bargaining unit.

### **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**

No employee shall be required or permitted to make any written or oral agreement with the Employer, its representatives or the employee's immediate management supervisor, 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, terminations and leaves of absences that occurred in the previous month. The Employer shall send a copy of this information monthly to the Union.

### **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.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer agrees that there shall be no discrimination against any employee on any grounds established in the Human Rights Act, S.N.S. 1991, c.12. These grounds include: age; race; religion; creed; sex; sexual orientation; 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**

The Employer agrees that there shall be no discrimination with respect to any employee by reason of membership or 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 Yarmouth/Argyle Home Support Services 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 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 gross salary of any employee who is granted leave under Article 6.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

## **6.02 Notification to Employer**

The Union shall notify 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 Bi-Annual Meeting**

- (a) Where operational requirements permit and on reasonable notice, the Executive Director shall grant special leave with pay for two (2) days for two (2) elected or

appointed registered delegates to attend the bi-annual meeting of the Union. Such permission shall not be unreasonably withheld.

- (b) The Union shall notify the Employer of the names of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

Such permission will not be unreasonably withheld. If requested in writing by the Union, the Employer shall continue to pay the salary of any employee who is granted leave under Article 6.03 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

#### **6.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Executive Director shall grant special leave with pay 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 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 areas (Town of Yarmouth, Municipality of the District of Yarmouth, Municipality of the District of Argyle) served by the Employer and employees in the office. 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 alternate, shall obtain the permission of the Human Resources supervisor or designate before leaving work to perform steward duties.

There will be not less than 1 steward representing the HSWs from each of the Town of Yarmouth, Municipality of the District of Yarmouth, and the Municipality of the District of Argyle.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the Human Resources supervisor or designate.

#### **6.06 No Loss of Service, Seniority or Benefits**

While on leave for union business pursuant to Article 6, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business pursuant to Article 6.

#### **6.07 Employer and Union Shall Acquaint New Employees**

- (a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Article dealing with Union dues. **The employer agrees to inform the union (the**

**Employee Relations Officer and the Chief Steward) when new employees (including casual employees) commence employment.**

- (b) On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of the Union steward or representative. The Employer shall provide the new employee with a copy of the collective agreement.
- (c) A representative of the Union shall be given an opportunity to in-service new employees during orientation of new staff, for the purpose of acquainting them with the benefits and duties of union membership. This shall be done without loss of pay and up to one-half (1/2) hour shall be allotted for this.
- (d) **When a probationary employee is engaged by the Employer, the Union shall provide a representative to in-service the probationary employee during orientation of the probationary employee, for the purpose of acquainting them with the benefits and duties of union membership. The Union member designated shall meet with the probationary employee on a first occasion. The probationary employee will be given an opportunity to read the contract in a meeting that will not last for more than one (1) hour. Before the end of the probationary period - the probationary employee, the Union member designated and the Human Resources supervisor will meet and review the contract again. The Union member designated shall be allocated up to one (1) hour paid time for each of the two (2) meetings referred to herein.**

**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 immediate supervisor 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 the steward present at such a discussion. The immediate supervisor shall answer the dispute within ten (10) 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 their behalf shall submit a written grievance to the Executive Director or designate within ten (10) 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 grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within ninety (90) days of the receipt of the response at Step 2.
- (d) The time limits established in this Article may be altered by the written mutual consent of the parties.
- (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.
- (f) Time limits are directory.

## **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 (d), the appointment shall be made by the Provincial Minister of Labour.

## **7.05 Arbitration Procedure**

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

## **7.06 Arbitration Award**

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

## **7.07 Arbitration Expenses**

The fees and expenses of the arbitrator shall be shared equally paid by each of the

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

### **8.01 Entries to Files**

- (a) 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. The employee shall be given an opportunity to sign such a formal entry indicating that the employee has received a copy thereof.
- (b) Article 8.01 (a) does not preclude the documentation of concerns which may lead to disciplinary action, and the inclusion of this documentation in the Employer's files. The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any of such documentation.

### **8.02 Just Cause**

No employee who has completed the probationary period shall be disciplined, suspended without pay or discharged except for just cause.

### **8.03 Notification**

When an employee is discharged, or suspended without pay, the Employer shall within twenty-four (24) hours of making the decision notify the employee in writing by registered mail or personal delivery, and shall notify the Union by FAX or by personal delivery, stating the reason for the discharge or the suspension without pay. Any grievance related to such dismissal or 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.

### **8.05 Purging Files**

An employee who has been subject to disciplinary action may, after two (2) years from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of disciplinary action during the two-year period. The Employer shall confirm in writing to the employee that such has been effected.

### **8.06 Right to Have Steward Present**

- (a) An employee shall have the right to have the steward or Union representative

present at any disciplinary meeting. If the steward is not present and the meeting proceeds, it shall not be deemed to be disciplinary and the Employer will not rely on this meeting for any future action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, in order that the employee may contact the steward or Union representative.

- (b) When an employee attends without a steward and the employer elects not to proceed, the employee shall attend with a steward at a rescheduled meeting. An employee may waive their right to have a steward present in writing. The waiver shall be acknowledged by a steward in writing.
- (c) A steward shall have the right to consult with a Union Representative and to have a Union Representative present at any disciplinary meeting.

### **8.07 Addiction or Dependency**

Before disciplinary action is taken against an employee for poor work performance related to an employee's addiction or dependency, including drug or alcohol or gambling dependency, the Employer shall encourage the employee to use the Employer's employee assistance program.

## **ARTICLE 9 - INFORMATION**

### **9.01 Copies of Agreement**

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

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

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

### **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) When the employee has completed the probationary period, the Employer shall confirm in writing within one (1) month the employee's appointment on a permanent basis.
- (c) Upon hiring the Employer shall provide a copy to the Union of the letter of appointment for each casual employee.

### 9.03 Seniority List

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

### 9.04 Personnel Files

In the presence of an authorized representative of the Employer, the President of the Union, or designate, shall, upon the written authority of an employee and with at least three (3) days notice, 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 with one (1) week's notice and shall have the right to request and obtain a copy of the contents of the file. The Employer will not be required to process more than two (2) such requests per week.

### 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 and sign on the review form indicating that its contents have been read. An employee shall receive a copy of the signed appraisal.

### 9.06 Union Communications

- (a) The employer agrees to distribute Union information, to a maximum of twelve (12) sheets per year, received with adequate notice to all employees in their work packages. The Employer agrees to provide bulletin boards for the use of the union.
- (b) The Employer will permit employees to prepare Union information using Agency equipment and material, provided the use is reasonable and does not interfere with the members' duties.

## ARTICLE 10 - HOURS OF WORK

### 10.01 Normal Hours of Work

- (a)
  - (i) The normal hours of work will be forty (40) hours per week, and include direct hours of client care, paid breaks as per Article 10.01 (b), travel time as per Article 10.01 (c), time spent at meetings (including staff meetings) with an employee (s) called by the Employer, preparation of incident reports [fifteen (15) minutes per report]] and seven (7) minutes per client visit for administrative tasks.
  - (ii) Administrative tasks include but are not limited to, the tasks listed in the Agency's Administrative Reporting Policy (**Communication Procedure**).
- (b) An employee who works six and one-half (6.5) or more hours in a day shall receive two fifteen (15) minute paid breaks. An employee who works three (3)

hours or more -- but fewer than six and one-half (6.5) hours -- in a day shall receive one (1) fifteen (15) minute paid break. 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. When scheduling permits, paid breaks may be worked through, and added to paid time at the end of the day.

- (c) (i) Any employee who uses a privately owned vehicle for their employment shall be paid at the rate of one (1) minute per km traveled in excess of twenty (20) km from the employee's home at the beginning of the workday to the employee's home at the end of the workday, minus any personal travel during the workday. For employees who reside outside Yarmouth county, the Yarmouth County line is "home", for purposes of interpretation of this section.
- (ii) **When an employee commences work on one day and finishes work on the next day, the deduction referred to in c(ii) shall only be charged for one of the two days. An employee shall not be charged more than 20 kilometers per day (24 hours) and shall not be charged more than 100 kilometers per week under this article.**

### 10.02 Reduced Hours of Work

An employee who wishes to regularly work fewer than forty (40) hours per week 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.

Subject to Employment Insurance regulations, an employee with fewer than fifteen (15) hours per week due to shortage of work shall have the option of requesting a layoff.

### 10.03 Scheduling of Work

- (a) (i) Subject to reasonable consideration for geographic proximity of the assignment, reasonable consideration of client continuity, and provided that the employee possesses the required skills, abilities and qualifications to meet the needs of the client(s), the Employer when preparing each one-week schedule will schedule forty (40) hours **consistently** per week by seniority.
  - (ii) Notwithstanding this article an employee may request reduced hours in accordance with Article 10:02.
  - (iii) If there are conflicting claims for reduced hours, preference will be given to the most senior employee.
  - (iv) **Scheduling of Work: When preparing weekly schedules, the employer will, subject to operational requirements, remove from the employee's schedule repeatedly assigned clients who are not in the Agency's actual care, on or before the Friday after the Friday following the day when the client ceased to be in the Agency's actual care.**
- (b) Such scheduling shall be done in the following manner:

(i) *Daytime Assignments*

Subject to Article 10.03 (a) and operational requirements, the Employer shall make reasonable efforts to schedule daytime assignments (0600 to 1700) to employees with the most seniority.

The agency will, when possible, assign early morning visits first to employees who have offered to accept early starts, and then by reverse seniority. Any employee who accepts a start time at or before 0700 will be relieved from one turn on evening shifts (tucks).

If more evening or early morning work is authorized than can be done by the above fair rotation – the most junior workers would be assigned the extra turns.

(ii) *Night-time assignments in addition to daytime assignments*

Subject to Article 10,03 (a), if the Employer is unable to schedule forty (40) hours of daytime assignments in a week, the Employer may also assign nighttime assignments to employees in order of seniority to make up the remainder of the potential forty (40) -- or fewer if the employee so requests as per Article 11.02 -- hours in the week.

If night-time client needs cannot be met by following Articles 10.03 (b)(i) and 10.03 (b) (ii), the Employer may exchange, in reverse order of seniority, an employee's daytime assignments for night-time assignments as necessary.

**Subject to reasonable consideration of geographical proximity, if less evening (after 1700) or early morning work (before 0700) is authorized under this Article than can be done by the above rotation – the most senior workers would not be assigned when there are less senior workers available.**

(iii) *Weekend scheduling*

For each employee, the Employer shall establish a schedule of every second weekend off. No employee shall be assigned work on the employee's scheduled weekend off, unless mutually agreed otherwise. Should fewer employees be required to work on a weekend than were designated, then the work shall be assigned to employees in reverse order of seniority, and employees not needed shall have such additional weekend(s) off if wanted.

Notwithstanding the above paragraph, if weekend client needs cannot be met by following this provision, the Employer may assign weekend assignments in reverse order of seniority to an employee (s) on the employee's scheduled weekend off.

The agency has established a procedure to determine operational requirements for Sundays, and grant Sundays off (when possible) to those employees who have requested this by seniority. The same procedure will be extended to Saturdays.

(iii) *Continuous blocks of work*

Subject to Article 10.03 (a), the Employer shall make a reasonable effort to schedule employees in order of seniority with continuous blocks of work, thereby minimizing gaps in work schedules.

#### **10.04 Schedule of Work Assignments**

- (a) (i) The Employer shall provide to each employee every one week the available and known work assignments for the next week. Work assignments as provided may change, subject to Article 10.03.
- (ii) HSWs must install an agency-supplied facsimile machine, and whenever possible use the facsimile machine in substitution of actual travel. The agency will supply paper and toner. This must be done within six (6) months of new signed contract.
- (iii) The agency will pay a one-time installation fee of up to \$40.00 supported by receipts.
- (b) (i) Upon written request an employee may schedule an paid appointment with the Executive Director or designate to discuss the employee's schedule. **Such appointment shall be held within ten (10) working days. Such meetings will be considered part of the normal hours of work.** The employee shall have the right to have a steward or Union representative present. Subject to client confidentiality, the Employer agrees to have relevant data and information available to facilitate the discussion.
- (ii) Nothing in this article precludes the employee from making an informal query by placing a note in the mailbox or by faxing same. **The Employer shall respond in writing within five (5) working days.** If such response does not answer the employee's question, the employee shall follow paragraph i.
- (c) Biweekly, the Employer shall post the hours worked/hours paid stat sheet for the previous 2 weeks on a bulletin board accessible to employees.
- (d) **Subject to operational requirements**, the Employer shall distribute assignments of personal care, housekeeping, and respite visits to employees on a fair and equitable basis.

#### **10.05 Assignment of available hours between schedules**

Subject to Article 10.03 (a), during each weekly schedule (that is, prior to preparing the next weekly 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 Articles 10.06 and 10.07 to employees with the most seniority to make up the remainder of the potential forty (40) hours per weekly schedule.

## 10.06 Replacement Hours

Subject to Article 10.03 (a), when an employee loses hours of work during a **one** (agreed March/08)-week schedule as a result of unforeseen client cancellation(s), the Employer shall make a reasonable effort to replace these hours during that **one**-week schedule in order of seniority if hours are available (such as new clients, fill-in for sick leave, vacation, etc.).

An employee may choose to take paid vacation or leave without pay rather than accept an offer of a reassignment outside the approximate times of the original schedule. If the Employer agrees, an employee may choose to take paid vacation or leave without pay rather than accept an offer of a reassignment within the approximate times of the original schedule. If the employee so chooses to not accept an offer of reassignment as provided herein, the Employer is not required to make any further effort to replace the lost hours during that **one**-week schedule.

In subsequent **one**-week schedules, the Employer shall follow Article 10.03, even if it means reassigning client visits from the most junior employee(s).

## 10.07 Compensation for Cancellation Without Notice

- (a) An employee shall be notified of a cancellation at least twenty-four (24) hours before a scheduled visit. When a scheduled visit is cancelled with less than a twenty- four (24) hour notice, the Employer shall then, at its sole discretion:
- i) provide the employee with an alternate assignment or assignments at least equal to the scheduled visit time **and scheduled travel time**, and on the day of the cancelled visit; or
  - ii) pay the scheduled visit time **and administrative time** .
  - iii) In a case where the Agency has not been notified and a cancellation is made and the first notice is to the worker, the worker shall at the first opportunity notify the employer of the cancellation and the reason if known.

Employees shall make reasonable efforts to reassign their own visits and shall so inform the office.

- (b) When an employee has not been notified of a cancellation and reports to a client's home for a scheduled visit, the employee shall notify the Employer immediately and leave a "Not at Home" letter. The Employer shall then pay the applicable kilometrage compensation and travel time if any, and shall then, at its sole discretion:
- i) 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; or
  - ii) pay the scheduled visit time **and administrative time**.

Employees shall make reasonable efforts to reassign their own visits and shall so inform the office.

#### **10.08 Maximum hours**

**No employee, except for overnight visits, shall be scheduled for more than eight (8) direct service hours per day, or for more than forty-eight (48) hours paid per week, unless mutually agreed otherwise by the employer and the employee.**

#### **10.09 Minimum day's pay**

- a) The Employer agrees that every employee shall receive a minimum of three (3) hours pay for any scheduled work day, provided that the employee is available for work.
- b) The employee shall be on standby for the balance of the scheduled day - with voice mail checks at 0815, 1015, and 1415.
- c) **If the employer and employee agree to amend the schedule so that the employee exceeds the agreed workload total hours in four days or less, the employee will not receive three hours pay for the fifth day of the schedule.**

#### **10.10 Minimum rest period**

The Employer shall not require an employee to work more than six (6) consecutive days of work, unless mutually agreed by the Employer and the employee. A normal day off shall be a twenty-four (24) hour period commencing at 00:01 hours and ending the next 24:00 hours.

#### **10.11 Minimum meal break**

With the exception of a client visit of greater than four (4) hours, the Employer shall not require an employee to work more than four (4) hours without a half-hour unpaid meal break.

#### **10.12 Callback Compensation**

An employee who is called back and required 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 if an employee returns home from their last client visit of the day and before their next scheduled work day.

This provision does not apply when the Employer is assigning available hours (such as new clients, fill-in for sick leave, vacation, etc.). in accordance with Articles 10.05, 10.06 and 10.07.

### **ARTICLE 11 - OVERTIME**

#### **11.01 Definitions**

- (a) "overtime" means Employer-authorized work in excess of forty-two (42) hours per week or **ten (10)** hours per day.
- (b) "time and one-half" means one and one-half (1.5) times the straight time hourly rate.

### **11.02 Overtime Compensation**

- (a) An employee is entitled to time and one-half compensation for each period of overtime worked in excess of forty-two (42) paid hours per week or **ten (10)** hours per day, subject to Article 11.03, **provided that the travel time incurred is reported by fax immediately following the overtime occurrence (at day end).**

### **11.03 Overtime Availability List**

- (a) Employees shall notify the Employer in writing of their willingness and availability to accept scheduled overtime which could not be assigned as per Articles 10.03 and 10.05.
- (b) Overtime hours shall not exceed eight (8) hours per week per employee. Subject to Article 10.03 (a), the Employer shall offer scheduled overtime to such employees with the most seniority, subject to the employee's physical ability to carry the additional workload.

## **ARTICLE 12 – TRAVEL**

### **12.01 Reimbursement**

- (i) An employee who uses a privately owned vehicle for their employment shall be paid at the rate of thirty-**nine.eighty-seven** cents (\$0.3987) (or more if the Civil Service rate changes) per km traveled in excess of twenty (20) km from the employee's home at the beginning of the workday to the employee's home at the end of the workday, minus any personal travel during the workday.
- (ii) For employees who reside outside Yarmouth County, the Yarmouth County line is "home", for purposes of interpretation of this section.

### **12.02 Reporting Kilometres for Reimbursement**

The employee shall submit on the prescribed forms a record of kilometrage for reimbursement each week before Monday at 0800 hours.

## **ARTICLE 13 - UNION-MANAGEMENT CONSULTATION COMMITTEE**

### **13.01 Union-Management Consultation Committee**

- (a) The Committee is comprised of the Executive Director or designate, and up to three (3) other Employer representatives, and the Local Union President and three (3) other members 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.

- (b) The Committee has established a regular meeting date of the third Tuesday of each month, in accordance with 13.01. The Committee meets on notice if and when required. Nothing in this procedure precludes extra meetings arranged by mutual consent.
- (c)
  - (i) An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include problems concerning staffing, geographic districts or regions, orientation, complaints re: workload, scheduling, transfers, re-assignment, and difficulties created by short-term or long-term absences.
  - (ii) Agenda items not submitted prior to the meeting may be set over to the next meeting.
- (d) The Committee shall be responsible for:
  - (i) defining problems
  - (ii) developing viable solutions to such problems; and
  - (iii) recommending the proposed solutions to the appropriate authority.

The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect at Yarmouth/Argyle Home Support Services.

- (e) It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of Yarmouth/Argyle Home Support Services and the convenience of the parties, however, where meetings are scheduled during working hours employees shall suffer no loss of regular pay while attending.

## **ARTICLE 14 - PAID HOLIDAYS**

### **14.01 Designated Paid Holidays**

The paid holidays designated for employees shall be:

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

## **14.02 Holiday Pay**

- (a) Employees shall receive holiday pay to a maximum of eight (8) paid hours for each holiday defined in Article 14.01 on a pro-rata basis of one/fifth of the employee's regular full weekly workload.
- (b) Employees shall submit a holiday coverage form in accordance with the Agency's Administrative Reporting Policy.

## **14.03 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.

## **14.04 Christmas or New Year's Day Off**

- (a) The Employer shall give each employee either Christmas Day or New Year's Day off, unless otherwise mutually agreed by the Employer and the employee.
- (b) If the Employer has the operational capability to schedule any employee off for both holidays, it shall be offered to employees with most seniority first.

## **14.05 Compensation for Time Worked on a Holiday**

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

## **14.06 Christmas Eve Day and New Year's Eve Day**

For Christmas Eve Day an employee shall receive holiday pay to a maximum of one-tenth of their regular full weekly workload. In addition to this holiday pay, an employee required to work more than four (4) hours on Christmas Eve Day shall be paid at the rate of time and one-half for any work in excess of four (4) hours.

For New Year's Eve Day an employee shall receive holiday pay to a maximum of one-tenth of their regular full weekly workload. In addition to this holiday pay, an employee required to work more than four (4) hours on New Year's Eve Day shall be paid at the rate of time and one-half for any work in excess of four (4) hours.

For both Christmas Eve Day and New Year's Eve Day all employees are required to work, if scheduled, a maximum of 4 (four) hours. These hours are not limited by time of day.

# **ARTICLE 15 - VACATIONS**

## **15.01 Vacation Service**

For the purposes of this Article, one year of service equals one thousand (1,000) hours worked.

### **15.02 Vacation Entitlement**

An employee shall accrue vacation leave on the following basis:

- (a) during the first two (2) years of service - at the rate of two (2) weeks per year;
- (b) each year after two (2) years of service but less than ten (10) years of service - at the rate of three (3) weeks per year;
- (c) each year after ten (10) years of service but less than twenty (20) years of service- at the rate of four (4) weeks per year;
- (d) each year after twenty (20) years of service – at the rate of five (5) weeks per year.
- (e) each year after twenty-five (25) years of service – at the rate of six (6) weeks per year.

### **15.03 Vacation Pay**

An employee shall accrue vacation pay on the following basis:

- (a) during the first two (2) years of service - at the rate of four per cent (4%) of hours paid;
- (b) each year after two (2) years of service but less than ten (10) years of service - at the rate of six per cent (6%) of hours paid;
- (c) each year after ten (10) years of service but less than twenty (20) years of service- at the rate of eight per cent (8%) of hours paid;
- (d) each year after twenty (20) years of service – at the rate of ten per cent (10%) of hours paid;
- (e) each year after twenty-five (25) years of service at the rate of twelve per cent (12%) of hours paid.

### **15.04 Vacation Year/Week**

- (a) The vacation year shall be April 1 to March 31, inclusive.
- (b) The vacation week, for purposes of this article only, shall be Monday 00:01 to Sunday 24:00.

### **15.05 Vacation Scheduling**

- (a) i. The Employer shall make reasonable effort to ensure that an employee's vacation request is approved.

- ii. When, operational requirements necessitate that the Employer 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.
- (b) Employees shall make written requests for vacation by February 1 and the Employer shall respond in writing by March 15 (15th) indicating whether or not the employee's request is granted.
- (c) If the request is not granted, the employee may ask that the request be waitlisted in case of future change (s) or cancellation (s) that would enable the Employer to grant the request.
- (d) The Employer shall post the approved vacation schedule no later than March 15th.
- (e) Requests for vacation made after March 15th shall be considered on a first-come, first- served basis, subject to operational requirements. The Employer will confirm such requests as soon as possible and no later than two (2) weeks after receipt of the request. The Employer shall update the posted vacation schedule on a regular basis.
- (f) Other than in cases of emergency, vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between the employee and the Employer. Where a vacation is cancelled by the Employer, the Employer shall provide two (2) days vacation for each day cancelled.
- (g) Subject to operational requirements, an employee shall not be scheduled to work on the two normal days off prior to or following vacation, unless the employee requests otherwise.

#### **15.06 Unbroken Vacation**

- (a) Prime vacation time in this Agreement shall consist of the months of July and August, the week of Christmas Day and the week of New Year's Day. Employees may not book the week of Christmas or New Years two (2) consecutive years unless no one else has booked.
- (b) (i) The Employer shall make reasonable effort to grant an employee's request for prime time vacation in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) consecutive complete or partial weeks during the months of July and August.

(ii) Notwithstanding the above, requests for prime time vacation in excess of two (2) weeks in July and August may be granted if all other employees have had their prime time vacation requests for July and August.

(iii) Preference for requests for additional leave shall be given to employees with the greatest length of seniority and the Employer shall make reasonable effort to ensure that such requests are approved.

#### **15.07 Vacation Carryover**

(i) Any portion of one year's vacation time not used in the current vacation year, to a maximum of ten (10) days, shall be carried over to the following vacation year.

**(ii) Any vacation in excess of ten (10) days not taken within the fiscal year of the Agency (April 1 – March 31) shall be taken at the first opportunity as determined by the Agency.**

#### **15.08 Illness During Vacation**

If an employee becomes ill during a period of vacation and such illness is supported by a medical certificate from a legally qualified medical practitioner certifying that the employee is unable to perform the duties of the position, the employee will be granted sick leave and the employee's vacation credit shall be restored to the extent of the sick leave and shall be re-scheduled in accordance with Article 15.05.

#### **15.09 Employee Compensation Upon Separation**

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

### **ARTICLE 16 - SICK LEAVE**

#### **16.01 Sick Leave Defined**

An employee who is absent from a scheduled shift on approved sick leave, shall be granted sick leave pay when unable to perform the duties of the 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. Sick leave pay shall be equivalent to the pay the employee would have received had the employee been able to perform the duties of the position.

#### **16.02 Amount of Sick Leave**

Each employee shall be granted one (1) hour of sick leave with pay for each thirteen (13) paid hours for the Employer up to a maximum accumulation of nine hundred and sixty (960) hours. Sick leave shall not be paid or used as pregnancy leave.

### 16.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. An employee is to be advised of the amount of sick leave accrued to the employee's credit once per **quarter**.

### 16.04 Employee to Inform Employer

- (a) The employee shall inform the Employer as soon as possible of the employee's inability to report to work because of illness or injury, and, if possible, shall call the first client. If unable to call the first client, the employee shall so inform the Employer. The employee shall inform the Employer as soon as possible in advance of the date of return to work. Such notice shall be no later than 12:00 hours on the day preceding the return to work.
- (b) The employer may not assign additional hours to employees who are off on sick time - until the employee returns to work and the employee's ability to resume a full schedule is determined. This may result, temporarily, in less than the employee's usual workload. **The difference in hours between the employee's usual workload and the modified workload will be paid to the employee (if claimed) and deducted from the employee's accrued sick leave.**

### 16.05 Medical Certificate

- (a) An employee who is off sick for three (3) or more consecutive days may be asked to provide a medical certificate. The Employer will reimburse the employee for the cost of such a certificate subject to the submission of a receipt.
- (b) Where an employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall reimburse the employee for the full costs of any such examinations, medical certifications forms, or reports.

### 16.06 Unpaid Sick Leave

- (a) An employee who is off sick beyond the employee's entitlement for sick leave, or Employment Insurance sick benefits shall be considered to be on unpaid leave of absence if the employee intends to return to work.
- (b) When Employment Insurance or sick leave or a combination run out, the employee shall give written notice of intention to return to work. If she/he does not give notice in accordance with this article within 14 days, the employee will be deemed to have terminated employment.

### 16.07 Return to Work

- (a) Employees returning to work from approved sick leave shall be scheduled in accordance with Article 10. Upon return to work, the employee shall be scheduled in accordance with Article 10.03, even if it means reassigning client visits from the most junior employee(s).

- (b) Notwithstanding Article 10.05, and in accordance with Article 16.04(b), the employer may not assign additional hours to employees who are off on sick time - until the employee returns to work and the employee's ability to resume a full schedule is assessed. This may result, temporarily, in less than the employee's usual workload. **The difference in hours between the employee's usual workload and the modified workload will be paid to the employee (if claimed) and deducted from the employee's accrued sick leave.**

## **ARTICLE 17 – EDUCATION**

### **17.01 Education and Training**

The Employer recognizes that continuous education is of benefit to the Employer, the employees and clients. Employees are required to take advantage of those continuing education programs for Home Support Workers offered by Department of Health Continuing Care and by the Employer. Staff are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the Employer through tuition or time off.

### **17.02 Notification of Training Programs**

The employer shall bulletin all educational training programs. The bulletin shall contain the name and dates of the courses and where further information can be obtained.

### **17.03 Employer sponsorship**

The Employer shall cover the Tuition and Registration cost of any courses or training programs mandated by the Employer. Subject to the Employer having approved the employee's participation in the training program, time spent in such training shall be considered to be time worked and travel compensation as per the rate set out in Article 12 shall be provided to attend such courses or programs. The Employer shall cover the cost of meals and lodging if required for such courses or training programs. Employees will receive training based on need. Where the need for training is relatively equal, preference in providing training shall be given to the employee(s) with the most seniority.

### **17.04 Orientation**

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

### **17.05 Education Needs**

Employees must make their education needs known to the Supervisor so that these needs can be addressed through continuous professional development.

### **17.06 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 shall be reimbursed by the Employer for related course expenses, travel and accommodation costs, and shall 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 hours worked.

## **ARTICLE 18 - WORKERS' COMPENSATION**

### **18.01 Workers' Compensation**

Employees injured during working hours are covered by Workers' Compensation. For the application of this provision exclusively, the parties agree that direct travel from the employee's home to client homes, and from client homes directly to the employee's home is work arising out of and in the course of the employee's employment.

### **18.02 Workers' Compensation Supplement and Benefits**

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement 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.**
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.**
- (d) An employee shall continue to accrue all benefits (including but not limited to vacation, holidays, sick leave, etc.) while in receipt of Workers' Compensation benefits until such time as the accrued benefit equals a maximum of one (1) year of entitlement.**

## **ARTICLE 19 - WAGES AND CLASSIFICATIONS**

### **19.01 Rates of Pay**

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

### **19.02 Biweekly payment of wages**

Wages shall be paid biweekly.

### **19.03 New Classification**

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

### **19.04 Mentoring of Students**

A home support worker who is assigned to mentor a student **or new employee**, in accordance with the Agency's Mentoring Policy, from the CCA program of the Nova Scotia Community College (NSCC) will be paid a mentoring stipend of \$1.00 (one dollar) for each hour the student is with the HSW, up to a maximum of \$8.00 (eight dollars) per day.

### **19.05 Retroactive Pay for Employees Who Cease to be Employed**

**Employees who have ceased their employment in the bargaining unit between April 1, 2007, and the signing date of this agreement, shall be entitled to retroactivity of any applicable wage increase. Such employees shall have 30 calendar days from the date of signing in which to claim any retroactive payment.**

### **19.06 Evening Premiums**

**As of April 1, 2008, an employee shall receive a premium of fifty cents (\$0.50) per hour for all hours worked, including overtime hours worked, between 6:00 p.m. and 6:00 a.m.**

**As of October 31, 2008, an employee shall receive a premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours worked, between 6:00 p.m. and 6:00 a.m.**

**As of April 1, 2009, an employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours worked, between 6:00 p.m. and 6:00 a.m.**

### **19.07 Weekend Premiums**

**As of April 1, 2008, an employee shall receive a week-end premium of fifty cents (\$.50) per hour for all hours worked between 0001 Saturday and 2400 Sunday.**

**As of October 31, 2008, an employee shall receive a week-end premium of one dollar (\$1.00) per hour for all hours worked between 0001 Saturday and 2400 Sunday.**

**As of April 1, 2009, an employee shall receive a week-end premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between 0001 Saturday and 2400 Sunday.**

## ARTICLE 20 - LEAVE OF ABSENCE

### 20.01 Leave Without Pay

**Leave without pay may be granted at employer's discretion in accordance with seniority and subject to operational requirements. The employer will not unreasonably refuse a request for leave without pay.**

### 20.02 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the employer notice as per Article 20.01 (d). The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (d) A pregnant employee shall provide the employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least 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;

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) Pregnancy/Birth Allowance

- (a) An employee entitled to pregnancy leave under the provisions of the Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the employee is subject to a waiting period of two (2) weeks

before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other deductions received by the employee during the benefit period;

- (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

### **20.03 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 16.

### **20.04 Parental and Adoption Leave**

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

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

- (b) 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 E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
  
- (f) For the purpose of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
  
- (g) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.
  
- (h) 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.

#### **20.05 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.

#### **20.06 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.

## **20.07 Leave for Family Illness and Leave for Emergency**

In case of illness of a member of an employee's immediate family, meaning husband, wife, son, daughter, father or mother, **grandchild**, or any relative residing in the Employee's household, or for a non-medical emergency which requires the employee's immediate personal attention, which cannot be served by others or attended to by the employee at a time when the employee is normally off duty, the employee may be granted, upon approval, after notifying the Executive Director or delegated official, leave with pay up to forty-eight (48) hours per year, subject to available sick leave credits.

## **20.08 Leave for Medical & Dental Appointment**

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

## **20.09 Bereavement Leave**

- (a) In the event of a death in the immediate family, employees shall be entitled to leave with pay for a period of up to five (5) consecutive working days commencing midnight following the death or at the option of the employee for a period of five (5) consecutive working days including the date of the funeral. Immediate family is defined as father, mother, step-parent, grandchild, brother, sister, spouse, child 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. The employee may utilize accumulated vacation in addition to the five (5) calendar days.
- (b) Employees shall be entitled to leave with pay up to a maximum of three (3) consecutive working days calendar days in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, or grandparent of the employee.
- (c) Employees shall be entitled to leave with pay for one (1) day on the day of the funeral in the event of a death of the employee's aunt, uncle, niece or nephew, or the grandparents of the spouse of the employee.
- (d) Subject to operational requirements, an employee shall be entitled to leave without pay for the time required to attend the funeral of a client on the employee's caseload. If an employee requests, the employee shall be entitled to an extra bereavement visit following the death of a client as authorized by the client's care coordinator.
- (e) Employees shall receive bereavement pay to a maximum of eight (8) paid hours for each day of bereavement on a pro-rata basis one-fifth of full regular week's workload.
- (f) An employee shall notify the Supervisor as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.

- (g) 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 the employee's vacation or sick leave credits.
- (h) Such time off, if requested by the Employee, can be deferred in cases where the funeral service for the deceased falls outside the time frame specified in this article.

## **20.10 Court Leave**

- (a) Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required by subpoena or summons to attend as a witness in any work-related proceeding held:
  - (i) in or under the authority of a court; or
  - (ii) 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
  - (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury.
- (c) Employees shall receive court leave pay to a maximum of one-fifth (1/5) of full regular weekly workload for each day of court leave.
- (d) Where an employee notifies the Employer in advance, where possible, that the employee is required to serve in court as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, the time spent shall be considered time worked. This provision does not apply to an employee under suspension.
- (e) The employee given leave of absence with pay pursuant to Article 20.09 shall have deducted from the employee's salary an amount equal to the amount of money the employee receives for such duty.

## **20.11 Special Leave**

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

- (a) special leave without pay or benefits, for such a period as the employer deems circumstances warrant.
- (b) special leave with pay for such period as it deems circumstances warrant.

## **20.12 Education Leave**

- (a) 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.
- (b) Unpaid leaves of absence for education purposes shall not be unreasonably denied.

## **20.13 Leave for Storm or Hazardous Conditions**

An employee shall be paid for scheduled hours lost when storm conditions prevent the employee from performing scheduled work, to a maximum of thirty (30) hours. The thirty (30) hour maximum shall be paid on a pro-rated basis of one-fifth (1/5) of the employee's regular full weekly workload.

New employees will receive this benefit pro-rated from their date of hire to agency's year end.

## **20.14 State of Emergency**

When a State of Emergency is declared, employees will be paid a maximum of one day per year for State of Emergency leave. One day's pay is equal to one-fifth of the employee's regular full work week.

## **20.15 Compassionate Leave**

- (a) 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.

- (b) The employee may take up to a maximum of eight (8) weeks of leave during the maximum of the twenty-six week period. A Compassionate Care Leave may only be taken for periods of 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.
- (c) 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 and cost-share with employees who average more than twenty-five (25) hours paid per week, and shall pay sixty-five (65%) per cent and the Employees shall pay thirty-five (35%) per cent of the cost of the medical, dental and accidental death and dismemberment coverage in accordance with the Group Benefit Plan which existed at the coming into force of this Agreement, unless amended by mutual consent of the Employer and the Union. **The Group Benefit Plan changed to NSAHO as of April 1/08.**

### **21.02 Pension Plan**

**Employer proposes transferring to NSAHO Pension Plan effective April 1, 2009, provided all employees (including management and non-union employees) vote in favour of transfer pursuant to the following Memorandum of Agreement:**

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

**The employer will enroll employees in the NSAHO Pension Plan effective April 1, 2009, should the majority of employees, both union and non-union, vote in favor of joining the plan 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. An NSAHO representative will be invited to the sessions to participate and answer questions about their plan.**

**Within sixty days of ratification the Employer and the Union will conduct a secret ballot asking if the employees agree to join the NSAHO pension plan.**

**If a simple majority of votes favor the NSAHO pension plan, then the Employer will commence the process as expeditiously as possible; and a retirement allowance as provided in Article 28 will be instituted.**

## **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. Any breach of the employer's obligations under that Act may be grieved pursuant to the Grievance and Arbitration procedure.

### **22.03 Joint Occupational Health and Safety Committee**

- (a) The employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the union and the employer.
- (b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the union and employer. The Joint Committee shall meet at least once monthly unless the Committee alters the required frequency in its rules of procedure. The Employer will provide a secretary to do the minutes and to prepare and distribute the agendas. Agenda items can be added in accordance with the rules of procedure to be determined by the Committee. The secretary will not be considered a member of the Committee. 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 Joint Committee's responsibilities will include performing any duties provided for in this Collective Agreement, or as required by the Occupational Health and Safety Act, 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 Sections 43 and 44 of the Occupational Health and Safety Act, S.N.S. 1996, c.7 (excerpted in Appendix B of this Collective Agreement), 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.

## **22.06 No Discrimination**

Pursuant to the Occupational Health and Safety 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 rights pursuant to this article or pursuant to the Occupational Health and Safety Act.

## **22.07 First-Aid and CPR Training**

- (a) As a requirement for employment by the Agency and to further the obligations of the employee and the Agency pursuant to the Occupational Health and Safety Act, the Employer will maintain an in-service program of first-aid and CPR training.**
- (b) Subject to operational requirements the Employer will schedule paid training time for employees to take the required courses within their regular work week.**
- (c) Subject to operational requirements, the Employer will not schedule paid training time for employees when that means the employee works three (3) consecutive weekends.**
- (d) If such assignment becomes necessary, employees shall be entitled to double-time compensation.**

## **ARTICLE 23 - JOB POSTING**

### **23.01 Job Posting**

- (a) When the Employer decides that a new position or vacancy exists within the bargaining unit, the Employer shall distribute a 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;****
- (c) Only those positions which cannot be filled with a qualified bargaining unit employee will be available for posting outside the bargaining unit.**
- (d) The posting for a position shall be for a minimum of fourteen (14) days.**

## **23.02 Casual Employees**

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

## **23.03 Filling Vacancies**

Where it is determined by the Employer that two or more bargaining unit applicants for a position in the bargaining unit are relatively equally qualified, preference in filling that vacancy shall be given to the applicant with the greatest seniority.

## **23.04 Time Limits for Filling Vacancies**

Vacancies in positions shall be filled within one (1) month of the posting of the position if possible, or re-posted.

## **23.05 Non-bargaining-unit vacancy or new position**

- (a) When a new position or vacancy is created outside the bargaining unit, the Employer shall post written notice of such new position or vacancy.
- (b) If such a position or vacancy can be filled with a relatively equally 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**

## **24.01 Exceptions**

Throughout this Article, the use of the word "layoff" does not refer to unforeseen or 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.

## **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**

- (a) Except where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job classification, employees shall be laid off in reverse order of seniority within a job

classification or may accept voluntary layoff with notice to the Employer.

- (b) If, because of operational requirements, there is a need to reduce the workforce, HSWs will be invited to submit written expressions of interest in taking a voluntary layoff. If more HSWs volunteer than are needed, the most senior volunteers will be granted the voluntary layoff. If fewer HSWs volunteer than are needed, the Employer will issue layoff(s) as per subsection (a).
- (c) Any employee taking voluntary layoff has the right to return to work at any time provided that the employee shall provide two (2) weeks' notice of her date of return to work. The employee shall be scheduled immediately in accordance with the collective agreement (Article 10).
- (d) To recall an employee on voluntary layoff, and the Employer has enough work to regularly schedule that employee with 40 hours per week, the Employer shall provide a minimum of two (2) weeks' notice. The recalled employee shall be scheduled immediately in accordance with the collective agreement (Article 10).
- (e) If more than one (1) HSWs is on voluntary layoff, recall will be offered in order of seniority. If this does not result in a voluntary recall, the Employer will recall 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**

Except where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job classification, employees shall be recalled in reverse order of layoff within a job classification. Employees are responsible for maintaining their current contact phone number and address with the Employer.

#### **24.07 No New Employees**

No new employee shall be hired unless all employees on the recall list who are able to perform the work required have had an opportunity to be recalled.

#### **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 or retires;
- (c) the employee is laid off for more than eighteen (18) months without recall.
- (d) the employee does not report for work for three (3) consecutive shifts without notice, unless such notice was not reasonably possible.

## **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 employment, the employee shall forward a letter of resignation to the Executive Director or designate not less than two (2) weeks prior to the effective date of termination, provided however that the Executive Director may accept a shorter period of notice. The Executive Director or designate will acknowledge by letter the receipt of the resignation within five (5) days.

### **26.02 Withdrawal of Resignation**

- (a) An employee who has terminated employment through resignation, may withdraw the resignation within two (2) working days of the time it was received by the Executive Director in accordance with Article 26.01.
- (b) This article does not apply when more than 10 employees resign within 2 days of each other.

## **ARTICLE 27 - UNIFORM ALLOWANCE**

### **27.01 Provision of Protective Clothing or Allowance**

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

### **27.02 Uniforms**

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

## ARTICLE 28 RETIREMENT ALLOWANCE

(Retirement award subject to pension plan approval.)

- 28.01
- (i) This provision shall become effective April 1, 2007.
  - (ii) This provision shall not apply to casual employees.
  - (iii) This provision shall not apply in conjunction with any other retirement allowance provision.
  - (iv) An employee who retires because of age, or mental or physical 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 or Group RRSP plan for less than ten (10) years, shall be entitled to a retirement allowance. The retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's Pension or Group RRSP Plan.
  - (v) An employee working less than full time at any point during his or her employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of the service).
  - (vi) For the purpose of this provision, "service" shall be calculated based on the number of calendar years prorated to the month the employee has been employed with the Employer since his or her most recent date of hire.

## ARTICLE 29 - TERM OF AGREEMENT

### 29.01 Duration and Renewal of Agreement

- (a) 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 termination.
- (b) Except for Appendix "A" or as specifically provided otherwise in the Agreement, the terms of this Agreement shall become effective from **April 1, 2007**.

### 29.02 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 29.02(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.

## 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; and
- (c) the successor employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale; and
- (d) in the event that the transfer of business results in the intermingling of the employees covered by this agreement with other employees of the successor employer, the successor employer shall insure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling; and
- (e) no employee shall suffer a loss of employment as a direct result of a merger.

IN WITNESS WHEREOF the parties have executed this Agreement the 2<sup>nd</sup>, day of December, 2008.

Yarmouth Argyle Home Support

Nova Scotia Government and General

Services

Employees Union

Eugene Doucette, Board Chairman

Joan Jessome, President, NSGEU

Jan Morrow, Executive Director

Grant Vaughan, Chief Negotiator

Simone Doucette, Bargaining Committee

Rachael A Ouellette, Bargaining Committee

Patricia Anne Surette, Bargaining Committee

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

<b>Effective April 1, 2007 -</b>	<b>15.18 per hour</b>
<b>Effective April 1, 2008 -</b>	<b>15.62 per hour</b>
<b>Effective April 1, 2009 -</b>	<b>16.07 per hour</b>

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 shall receive an availability pay of:

**twenty-five seven twenty-five cents (\$0.25725)** per hour for all hours paid. This provision shall be effective **April 1, 2007.**

**twenty-six four seven one cents (\$0.26471)** per hour for all hours paid. This provision shall be effective **April 1, 2008.**

**twenty- seven two cents (\$0.272)** per hour for all hours paid. This provision shall be effective **April 1, 2009.**

## **APPENDIX C - OFFICE SUPPORT (PART-TIME)**

If there is work for this position, it will be posted and filled from within the existing bargaining unit.

If there are no qualified applicants from within the bargaining unit, the Employer will advertise in accordance with Agency hiring policy.

The pay rate for this work is \$2.00 per hour less than the HSW wages set out in Appendix A.

There are no travel requirements.

There are no evening, weekend, or holiday requirements.

All other articles apply the same.

It is anticipated that this work will be approximately 9 hours per week, done in three afternoons per week.

Yarmouth Argyle Home Support  
Services

Nova Scotia Government and General  
Employees Union

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