

# **COLLECTIVE AGREEMENT**

between

**Board of Directors,  
City Homemakers Service Society**  
(Hereinafter referred to as the “Employer”)

and

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

**Expiry Date: March 31, 2012**

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## PREAMBLE

Both parties to this Agreement recognize that:

- a) The common object of City Homemakers Service Society and its employees is the rendering of the highest standard of home care services possible to clients within the bounds of the resources available;
- b) A relationship of goodwill, respect, dignity and confidentiality is essential between the Employer and the employees and the clients;
- c) The purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and an amicable method of settling differences regarding the same which may from time to time arise, negotiated by the Employer and the Union for the employees in the bargaining unit.

## ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

### 1.01 Definitions

"Agreement" - the Collective Agreement between City Homemakers Service Society and the Nova Scotia Government and General Employees Union.

"Bargaining unit" - is the unit for collective bargaining covering all full-time and regular part-time employees of City Homemakers Service Society except for the Executive Director, RN Home Support Worker Supervisors, Bookkeeper/Payroll Administrator and any other persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act.

"Casual" – is a person hired on a day-to-day basis or as relief for an employee in the bargaining unit. A Casual is not a member of the bargaining unit and is not covered by the terms of this Agreement, except that a Casual shall receive the **casual** wages as set out in Appendix "A". A Casual shall receive four per cent (4%) of his/her wages as vacation pay and shall be eligible for paid holidays as per the Nova Scotia Labour Standards Act. Any casual who has worked three hundred and fifty (350) hours within a twenty-six (26) calendar-week period will be classified as an employee and the date on which the 350 hours are completed shall be considered his/her date of hire within the bargaining unit.

"Employee" means a person employed by the Employer in the bargaining unit.

"Employer" - City Homemakers Service Society

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

“Probationary Period” – a period not to exceed eight hundred (800) hours worked after date of hire within the bargaining unit, unless a longer period is mutually agreed on between the Employer and the Union. **During the Probationary Period an employee shall receive the probationary wages as set out in Appendix “A”.**

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

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

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

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

“Year of service” – for a Home Support Worker means one thousand eight hundred and twenty (1,820) hours paid prior to April 11, 2002 and two thousand and eighty (2,080) hours paid following April 11, 2002.

“Year of service” for an Office Employee means one thousand eight hundred and twenty (1,820) hours paid prior to January 25, 2006 and one thousand nine hundred and fifty (1,950) hours paid following January 25, 2006.

## **1.02 Gender**

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

## **1.03 Pro-rating of Benefits**

The benefits provided under this agreement apply to employees who work the normal hours of work. Except where a benefit is specifically based on hours worked, such as vacation and sick leave, benefits shall be pro-rated where employees work less than full-time hours.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes that the Nova Scotia Government and General Employees Union is the sole representative to bargain with the Employer for all employees in the bargaining unit.

## **2.02 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 bi-weekly pay of all employees in the bargaining unit.

### **3.02 Notification of Deduction**

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

### **3.03 Remittance of Union Dues**

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

### **3.04 Revenue Canada Tax Form**

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

### **3.05 Liability**

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

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer agrees that there shall be no discrimination against any employee on any grounds defined 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 or Same-sex Marital Status**

The Employer agrees that there shall be no discrimination with respect to any employee by reason of same sex marital status, nor 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 the City Homemakers Service Society under its control and to direct the workforce is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

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) as registered delegates to attend the Annual Meeting of the Union, including traveling time for such portion of the working day prior to and following the meeting as may be required and with notice by the Union to the Employer at least three (3) weeks in advance of the meeting;
- (g) 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 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Executive Director shall grant special leave without loss of pay or benefits 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. The Union will reimburse the Employer for one (1) of the Union representatives, as designated by the Union, in accordance with Article 6.01.

## **6.04 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 a maximum of one (1) steward and one (1) alternate for each of the geographic areas of Sydney, Dominion and Louisbourg to represent employees. Only one steward at a time

will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of her immediate supervisor or designate before leaving her work to perform her duties as a steward.

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

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

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

### **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

#### **7.01 Grievance Procedure**

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

- (a) Step 1 - The dispute shall be discussed between the employee and the Executive Director or their designate within **fifteen (15)** working days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have her steward present at such a discussion.
- (b) Step 2 - If the dispute is not resolved orally at Step 1, the employee or the Union on their behalf shall submit a written grievance to the Executive Director or their designate within **ten (10)** days of **the Step 1 meeting**. The grievance will state the Article or Articles alleged to have been violated, the circumstances surrounding the alleged violation(s) and the remedy sought. The **Executive Director, or designate**, shall arrange a meeting with **the employee and** the Union representative(s) named in the grievance at the earliest mutually agreeable time. **If an Employee Relations Officer of the union plans to attend such a meeting, ten (10) days notice shall be provided to the Executive Director, who shall, have the option of having a management advisor of her choice also attend the meeting, which shall not be held until such**

**attendance is arranged. The Executive Director** shall respond in writing within **ten (10) days of the Step 2 meeting**. Such meeting may be waived by mutual agreement.

- (c) Step 3 - If the dispute is not resolved at Step 2, the representative of the Union, or their designate, may submit the grievance at Step 3 in writing by certified mail, fax or personal service to the Chair of the Board of Directors, c/o the Agency head office, within **ten (10) days** after the decision at Step 2 has been delivered to the Union. The Board's representative(s) may arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within ten (10) days of **the Step 3 meeting**.
- (d) Step 4 - If the grievance remains unresolved at Step 3, the matter may be submitted to Arbitration within sixty (60) days of the receipt of the response at Step 3.
- (e) Time limits in this grievance procedure are mandatory, **unless modified by written mutual consent of the parties**. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance.
- (f) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits established in this Article may be altered by the written mutual consent of the parties.

## **7.02 Policy Grievance**

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

## **7.03 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 or by a three-person board of arbitration. 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.

Should the parties not agree to submit the grievance to a single arbitrator, the three-person arbitration board shall be appointed as follows: The Union and the Employer shall each appoint a member of the arbitration board within ten (10)

days notice of arbitration. These two appointed members shall appoint a chairman within ten (10) days. Should the parties fail to agree in the selection of a chairman, the chairman shall be named by the Provincial Minister of Labour.

#### **7.04 Arbitration Procedure**

The single arbitrator or three-person arbitration board 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, or chairman of the arbitration board.

#### **7.05 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 or arbitration board in matters of discharge or discipline may substitute for the discharge or discipline any other penalty he (they) deem just and reasonable.

#### **7.06 Arbitration Expenses**

The fees and expenses of the arbitrator or chairman of the arbitration board shall be shared equally paid by each of the Employer and the Union.

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

#### **8.01 Entries to Files**

Any formal entry to an employee's personnel file that is of a disciplinary nature shall not be placed on the employee's personnel file before the Employer provides a copy to the employee and the Union representative.

#### **8.02 Just Cause**

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

### **8.03 Notification of Dismissal and Suspension Without Pay**

When an employee is dismissed or suspended without pay, the Employer shall within twenty-four (24) hours notify the employee in writing by registered mail or by personal service, and shall notify the Union by Fax or by personal service, stating the reason for the dismissal or the suspension without pay. Dismissal and suspension shall be dealt with at Step 2 of the grievance procedure.

### **8.04 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by an employee shall include suspensions, letters of reprimand, or adverse reports. Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of two (2) years from the date it was issued, provided there have not been any further infractions of the same nature.

### **8.05 Right to Have Steward Present**

- (a) After an initial meeting, an employee shall have the right to have her steward or Union representative present at any disciplinary meeting if the employee suspects it will be disciplinary. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, in order that the employee may contact her steward or Union representative, provided this does not result in undue delay of the appropriate action being taken.
- (b) A steward shall have the right to consult with a Union Representative and to have a local Union Representative present at any disciplinary meeting, provided that this does not result in an undue delay of the appropriate action being taken.

### **8.06 Drug or Alcohol Dependency**

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

## **ARTICLE 9 - INFORMATION**

### **9.01 Copies of Agreement**

The Employer agrees to supply copies of the Agreement to:

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

The Employer and the Union shall share equally the cost of printing such copies of the Agreement.

### **9.02 Letter of Appointment**

- (a) Upon hiring or change of status, the Employer shall provide the employee, with a copy to the Union and the Local President, a letter of appointment indicating the employee's classification, pay rate, employment status and contact information.
- (b) The Employer will provide the Union and the Local President with the name, address, phone number and date of hire of each person hired as a casual as defined in this Agreement, in the month following the hiring or any changes to this information

### **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. The seniority list effective the date of signing of this Agreement is set out in Appendix "C".

### **9.04 Personnel Files**

In the presence of an authorized representative of the Employer, the President of the Union, or her designate, shall, upon the written authority of an employee and with appropriate 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.

Upon written request, an employee may have an appointment to view her file in the presence of the Executive Director or her delegate.

### **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. An employee shall receive a signed copy to indicate that its contents have been read.

### **9.06 Union Communications**

The employer agrees to provide a bulletin board for the posting of Union notices and information. The Union will provide copies of such information and notices to the Executive Director or her delegate prior to posting. Posting of the notices and information and their removal is the responsibility of the Union.

### **9.07 Information to Union**

The Employer shall provide a complete list of bargaining unit members, including names, addresses and phone numbers, to the Local President upon request, but not more than quarterly.

### **9.08 Weekly Office Visit**

The Employer shall make every effort to make schedules, changes in schedules for the balance of the current week, care plans, and memos available for pick-up by employees at the Agency office not later than 11:00 am each Thursday.

## **ARTICLE 10 - HOURS OF WORK**

### **10.01 Normal Hours of Work**

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

- (a) The normal hours of work for Home Support Workers shall include direct hours of client care, paid breaks as per Article 10.01 (f), staff meetings and meetings with individual employees called by the Employer, travel time between clients; travel time for staff meetings and meetings with individual employees called by the Employer, and one (1) hour per week for administrative tasks.

- (b) The normal hours of work for Office Employees shall include work in the office, paid breaks, Employer-authorized tasks and staff meetings and meetings with individual employees, travel time for Employer-authorized tasks, staff meetings and meetings with individual employees outside regular working hours, and any Employer-authorized training or assignments.
- (c) The normal hours of work for Home Support Workers shall be eight (8) hours a day, forty (40) hours a week exclusive of unpaid breaks. The normal hours of work set out in this Article is in no way intended to be a guarantee of work or pay.
- (d) The normal hours of work for Office Employees shall consist of five (5) days per week, seven and one-half (7½) hours per day inclusive of thirty (30) minutes of paid breaks and exclusive of a one (1)-hour unpaid lunch break, in a continuous block of time starting no earlier than 7:00 a.m. and ending no later than 5:00 p.m.
- (e) With the exception of a client visit of greater than four (4) hours, the Employer shall not require a Home Support Worker to work more than four (4) hours in a day without a half-hour unpaid meal break. The Employer shall not require an Office Employee to work more than four (4) hours without a one (1)-hour unpaid meal break.
- (f) An employee who works three (3) hours or more -- but fewer than six and one-half (6.5) hours -- on a day shall receive in addition to the hours worked one (1) fifteen (15)-minute paid break. An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15)-minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three (3) fifteen (15)-minute paid breaks. In no event shall the number of paid breaks exceed three in a day.
- (g) For the sake of clarity in calculating travel time for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.

## **10.02 Scheduling of Work for Home Support Workers**

- (a) Provided that the Home Support Worker is able to meet the needs of the client(s) as determined by the Employer, and provided the employee has not placed restrictions on his/her availability for work, the Employer shall make every reasonable effort to schedule employees for a maximum of forty (40) hours per week. Such scheduling shall be done in the following manner:

- (i) Daytime assignments from Monday to Friday shall first be filled, as much as possible, by employees with the greatest seniority.
  - (ii) Evening, night and weekend assignments shall then be filled according to seniority.
  - (iii) The Employer will make every reasonable effort to schedule employees with continuous blocks of work.
  - (iv) Employees shall have at least one weekend off in four (4). If it is possible to grant more, this will be done according to greatest seniority.
- (b) Twenty (20) Home Support Workers, with the greatest seniority in the bargaining unit, shall be guaranteed to be paid for forty (40) hours per week. Except for those employees listed in Appendix “B” to whom Article 10.03 applies, these employees shall be scheduled in accordance with Article 10.02 (a) above.

Except for those employees listed in Appendix “B”, in the event that one of these employees has cancelled hours and subsequently declines replacement hours offered by the Employer in accordance with Article 10.07, the employee’s guarantee of forty (40) hours paid for that week shall be reduced by the number of outstanding hours for the applicable cancellation. Replacement hours for these employees shall not be offered on the employee’s regular days off.

The guarantee of forty (40) hours paid shall be reduced by the number of hours for which an employee is on a leave of absence without pay.

### **10.03 Listed Employees**

Articles 10.01(c) and 10.02 and 10.07 shall not apply to those employees listed in Appendix “B” prior to ratification of this agreement. The hours of work for such employees shall consist of five (5) days, Monday to Friday inclusive, eight (8) hours per day including two (2) fifteen–minute paid breaks from eight-thirty a.m. (8:30 a.m.) to five p.m. (5:00 p.m.) exclusive of one (1) hour lunch break between the hours of eleven-thirty a.m. (11:30 a.m.) and two-thirty p.m. (2:30 p.m.), and including one (1) hour per week for administrative tasks. This paragraph applies solely to those employees listed in Appendix “B” prior to ratification of this agreement. When all of these have ceased their employment, this paragraph shall be deleted from the agreement.

#### **10.04 Maximum Hours**

No employee shall be scheduled to work more than ten (10) hours per day, or for more than fifty (50) hours per week.

#### **10.05 Minimum Rest Period**

The Employer shall not require an employee to work more than six (6) consecutive days of work. A normal day off shall be a twenty-four (24) hour period commencing at 12:00 a.m. and ending the next 12:00 a.m. Where possible the Employer shall make every effort to schedule employees, on a seniority basis, with two consecutive days off.

#### **10.06 Schedule of Work Assignments for Home Support Workers**

- (a) The Employer shall provide to each Home Support Worker once a week the available and known work assignments for the next week.
- (b) Upon request, a Home Support Worker may schedule an appointment with the Executive Director or her designate to discuss her schedule. The employee shall have the right to have her shop steward or Union representative present. Subject to client confidentiality, the Employer agrees to have relevant data and information available to facilitate the discussion.
- (c) The Employer shall post the schedule of work of all Home Support Workers at the end of each week, showing the actual hours worked.

#### **10.07 Cancellation of Hours of Home Support Workers**

- (a) Where the Employer cancels scheduled hours, or in the event of an unforeseen client cancellation, every reasonable effort will be made to provide replacement hours on the same day as the cancellation by reassigning the affected employee to another client(s).
- (b) If replacement hours cannot be offered on the same day as the cancellation, the affected employee shall be paid one (1) hour at straight time and every reasonable effort shall be made to provide replacement hours prior to the expiry of the weekly schedule for those cancelled hours in excess of the one hour paid on cancellation.
- (c) If, at the expiry of the weekly schedule, cancelled hours have not been paid or compensated for by offers of replacement hour, the balance of the cancelled hours shall be compensated for to a maximum of one (1) hour paid per outstanding cancelled visit.

- (d) If replacement hours are refused by an employee, there shall be no further obligation to compensate for the hours cancelled.
- (e) If the cancellation occurs after the employee arrives at the client's home, the applicable travel time and kilometrage compensation shall be paid.

#### **10.08 Replacement Hours**

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

#### **10.09 Minimum Day's Pay**

The Employer agrees that every employee shall receive a minimum of three (3) hours pay for any scheduled work day, providing the employee reports to work as scheduled.

#### **10.10 On-call Duty for Office Employees**

- (a) An Office Employee may be required to take a pager to do on-call duty after normal hours of work for no more than seven (7) consecutive days at a time. No employee shall be asked to do such on-call duty more than once every five (5) weeks, unless mutually agreed otherwise by the employee and the Employer, or unless the rotation has to be changed due to staff reduction. The Employer shall not require an Office Employee to do such on-call duty at the office, nor shall the Employer assign other than on-call tasks to be carried out during such duty.
- (b) Office Employees shall be scheduled for on-call duty as equitably as possible. Such Employees may switch on-call duty assignments provided that adequate notice is provided and the change is acceptable to the Employer.
- (c) No Office Employee on vacation, sick leave or on time off in lieu of overtime payment shall be required to do on-call duty, unless otherwise agreed by the Employer and the Office Employee.
- (d) An Office Employee required by the Employer to do on-call duty shall receive on-call duty pay of three hundred dollars (\$300) per seven (7) days of such on-call duty and, if a paid holiday occurs during the period of on-call, an alternative day off at a later date mutually convenient to the employee and the Employer.

## **10.11 Call Back Compensation**

An employee who is called back to work shall be compensated for a minimum of two (2) hours at the straight time rate or the applicable overtime rate for the period worked, whichever is greater. A call back occurs if an employee returns to work as a result of a request from the employer after the employee has returned home from their last scheduled client visit of the day.

## **ARTICLE 11 - OVERTIME**

### **11.01 Definitions**

- (a) "Overtime" for Home Support Workers means authorized work in excess of forty (40) hours worked per week or ten (10) hours per day.
- (b) "Overtime" for Office Employees means authorized work in excess of thirty-seven and one-half (37½) hours worked per week or seven and one-half (7½) hours per day.
- (c) Overtime shall be paid at one and one-half (1½) times the straight time hourly rate for the employee as per Appendix "A".

### **11.02 Overtime Authorization**

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

### **11.03 Overtime Allocation**

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

### **11.04 Hours Worked**

- (a) For the purposes of this Article, hours worked for Home Support Workers means direct hours of client care, paid breaks as per Article 10.01 (f), staff meetings and meetings with individual employees called by the Employer, travel time between clients; travel time for staff meetings and meetings with individual employees called by the Employer and one (1) hour per week for administrative tasks. For the sake of clarity, the following are included as hours worked: designated paid holidays, paid vacation, paid sick leave and paid leaves of absence.

- (b) For the purposes of this Article, hours worked for Office Employees means work in the office, paid breaks, Employer-authorized tasks and staff meetings and meetings with individual employees, travel time for Employer-authorized tasks, staff meetings and meetings with individual employees outside regular working hours, and any Employer-authorized training or assignments. For the sake of clarity, the following are included as hours worked: designated paid holidays, paid vacation, paid sick leave and paid leaves of absence.

## **ARTICLE 12 - TRAVEL**

### **12.01 Travel Compensation**

- (a) Home Support Workers shall be paid for travel with their personal vehicles in providing client services on a per diem basis or, if they so elect, on a distance-traveled basis.
- (b) The per diem compensation rate shall be:  

Effective <b>April 1, 2011:</b>	<b>\$14.56</b> per working day
Effective <b>April 1, 2012:</b>	<b>\$15.50</b> per working day
- (c) Home Support Workers may elect, on a yearly basis, to be compensated on a distance-travelled basis. Compensation shall be paid for travel in excess of twelve (12) km. from the employee's home to the first client of the day, travel between clients, and for travel in excess of twelve (12) km. from the last client of the day to the employee's home. Compensation shall be at the Provincial Civil Service rate in effect at that time and as may be subsequently adjusted by the Province.

An Office Employee who agrees to use a privately-owned vehicle for work-related travel authorized by the Employer shall be reimbursed at the Provincial Civil Service rate as may be established from time to time. Travel between home and place of work shall not be compensated.

### **12.02 Travel Outside County of Cape Breton**

For travel on behalf of the Employer for training or for a conference or meeting outside the County of Cape Breton, all employees shall be paid either the daily travel allowance stipulated in Article 12.01 or at the Nova Scotia Civil Service travel rate in effect at the time of the travel.

### **12.03 Meals**

Employees attending employer-authorized training, meetings, or conferences shall be provided with meals at regular mealtimes or with a meal allowance of eight dollars (\$8.00) for breakfast, ten dollars (\$10.00) for lunch, and fifteen dollars (\$15.00) for supper.

### **12.04 Payment of Compensation**

Travel compensation shall be paid bi-weekly.

## **ARTICLE 13 - LABOUR/MANAGEMENT CONSULTATION COMMITTEE**

### **13.01 Labour Management Consultation Committee**

The Employer and the Union agree to maintain a Labour/Management Consultation Committee with no more than three (3) members from each of the Employer and the Union. This committee shall be comprised of the Executive Director and/or designates and the Local Union President and other members of the Bargaining Unit as elected or appointed by the Local. The President of the Local and the Executive Director shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members.

The Committee shall determine a schedule of meetings setting out a meeting once every four (4) months or more or less frequently if mutually agreed.

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

The Committee shall be responsible for:

- (a) defining problems;
- (b) developing viable solutions to such problems, and;
- (c) recommending the proposed solutions to the appropriate authorities.

The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication within the City Homemakers Service Society.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operations of the City Homemakers Service Society and the convenience of the parties. However, where meetings are scheduled during working hours, members shall suffer no loss of pay in attending the meeting.

## **ARTICLE 14 - PAID HOLIDAYS**

### **14.01 Paid Holidays**

The paid holidays designated for employees shall be:

- |  |                      |
|--|----------------------|
| (a) New Year's Day   | (f) Labour Day       |
| (b) Good Friday  | (g) Thanksgiving Day |
| (c) Easter Monday  | (h) Remembrance Day  |
| (d) Victoria Day   | (i) Christmas Day    |
| (e) Canada Day   | (j) Boxing Day       |
| (k) Civic Holiday (First Monday in August)   |                      |
| (l) any other day or part of a day declared by the Federal or Provincial government to be a holiday. |                      |

### **14.02 Holiday Coinciding with a Day of Vacation**

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

### **14.03 Holiday Falling on a Saturday or Sunday**

If any of the above holidays fall on a Saturday or Sunday, the Home Support Workers listed in Appendix "B" and Office Employees shall be granted the same day off as is observed by the Provincial Government employees.

### **14.04 Exception**

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

### **14.05 Pro-rating**

Employees who work fewer than full time hours shall receive pay for holidays on a prorated basis to time worked.

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

If an employee is required to work on any of the foregoing recognized holidays, she shall be paid at the rate of one and one half times (1.5 X) her regular rate for hours worked on that day in addition to her holiday pay as per Article 14.05

## ARTICLE 15 – VACATIONS

### 15.01 Annual Vacation Entitlement

- (a) Home Support Workers shall accumulate vacation leave with pay credits as follows:
  - (i) during the first seven (7) years of service -- at the rate of one (1) hour for each seventeen and three-tenths (17.3) hours paid to a maximum accumulation of one hundred and twenty (120) hours;
  - (ii) each year after seven (7) years of service but less than fifteen (15) years of service at the rate of one (1) hour for each thirteen (13.0) hours paid to a maximum accumulation of one hundred and sixty (160) hours;
  - (iii) each year after fifteen (15) years of service but less than twenty-five (25) years of service at the rate of one hour for every ten and four-tenths (10.4) hours paid to a maximum accumulation of two hundred (200) hours, and:
  - (iv) each year after twenty-five (25) years of service at the rate of one hour for every eight and two-thirds (8.667) hours paid to a maximum accumulation of two hundred and forty (240) hours.
- (b) Office Employees shall accumulate vacation leave with pay credits as follows:
  - (i) during the first seven (7) years of service -- at the rate of one (1) hour for each seventeen and three tenths (17.3) hours paid to a maximum accumulation of one hundred twelve and one-half (112.5) hours;
  - (ii) each year after seven (7) years of service but less than fifteen (15) years of service at the rate of one (1) hour for each thirteen (13.0) hours paid to a maximum accumulation of one hundred fifty (150) hours;
  - (iii) each year after fifteen (15) of service but less than twenty-five (25) years of service at the rate of one hour for every ten and four-tenths (10.4) hours paid to a maximum accumulation of one hundred eighty-seven and one-half (187.5) hours; and

- (iv) each year after twenty-five (25) years of service at the rate of one (1) hour for every eight and two-thirds (8.667) hours paid to a maximum accumulation of two hundred and twenty-five (225) hours.

## **15.02 Vacation Year**

All vacation leave with pay credits accumulated to March 31 inclusive must be taken during the following vacation year (April 1 to March 31, inclusive) except as provided in Article 15.03.

## **15.03 Vacation Carryover**

Upon prior approval by the Executive Director or her designate, an employee may carry over up to five (5) days' vacation leave with pay credits due to special circumstances. Vacation credits not used or carried over by the end of the vacation year shall be paid out to the employee.

## **15.04 Employee Compensation Upon Separation**

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

## **15.05 Vacation Pay**

Upon fourteen (14) days advance notice in writing, an employee shall be entitled to receive her pay prior to commencement of vacation.

## **15.06 Vacation Scheduling**

- (a) The employee shall advise the Employer in writing of their vacation preference for the following vacation year (April 1<sup>st</sup> to March 31<sup>st</sup>) not later than February 28<sup>th</sup> in each year.
- (b) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest seniority.
- (c) Subject to the operational requirements of the service, the Employer will make a reasonable effort to ensure that vacation requests made not later than February 28<sup>th</sup> are approved, in order of seniority, with preference given to employees who request vacation leave in an unbroken period.
- (d) For vacation requests received not later than February 28<sup>th</sup> the Employer shall respond in writing not later than March 31<sup>st</sup>.

- (e) If a vacation preference is not approved, the employee may ask that the preference be wait listed in case of future change(s) or cancellation(s), which would enable the Employer to grant the preference.
- (f) The Employer shall grant requests for vacation leave made after February 28th subject to operational requirements and previously approved vacations, which shall not be changed without the consent of the affected employees. The Employer will respond in writing to such vacation requests as soon as possible and within fourteen (14) calendar days of receipt of the request.
- (g) Subject to operational requirements, an employee shall not be scheduled to work the weekend prior to or following her vacation, unless the employee requests otherwise.
- (h) Where operational requirements permit, the Employer shall make every reasonable effort to grant an employee's request for vacation in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) weeks during the months of June, July, August and September. Notwithstanding the foregoing, requests for vacation in excess of two (2) weeks in June, July, August and September may be granted if all other employees have had their vacation requests for July and August approved. Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

## **ARTICLE 16 - SICK LEAVE**

### **16.01 Sick Leave Defined**

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

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

Each employee shall accrue paid sick leave credits at the rate of one (1) hour per fourteen and four tenths (14 4/10) hours paid to a maximum accumulation of nine hundred and sixty (960) hours. Sick days shall not be advanced, they shall only be granted as accumulated.

### **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 her credit once per calendar year.

### **16.04 Employee to Inform Employer**

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

### **16.05 Medical Certificate**

An employee may be required to provide a medical certificate to support a claim for sick leave for absences of three (3) or more consecutive days or, with prior notice, absences of any length as they relate to the employee's ability to provide regular and reasonable attendance at work.

The Employer shall reimburse the employee for the direct cost of any such certificate in excess of costs covered by an insurance plan of the employee.

## **ARTICLE 17 - INJURY ON DUTY**

### **17.01 Reporting of Injuries**

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

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

### **18.01 Workers' Compensation**

Employees injured during working hours are covered by Workers' Compensation.

### **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 for a maximum of twelve (12) months while an employee is in receipt of Workers' Compensation benefits, provided that the employee makes acceptable arrangements with the Employer for payment of her share of the benefit premiums.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall continue to accrue vacation leave credits while in receipt of Workers' Compensation benefits until such credits, including credits existing at the time of the injury, reaches the yearly maximum permitted by the employee's service.

## **ARTICLE 19 - ALCOHOL AND DRUG DEPENDENCY**

### **19.01 Support for Rehabilitation**

Without detracting from the existing rights and obligations of the parties and other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol or drug dependency to obtain a program directed to the objective of their rehabilitation.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Pregnancy Leave**

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer notice as per Article 20.01 (d). The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.

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

## **20.02 Pregnancy/Birth Allowance**

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

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

### **20.03 Parental and Adoption Leave**

Parental and Adoption Leave shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents.

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

- (ii) shall end not later than fifty-two (52) weeks after the parental leave began and in any case, no later than fifty two (52) weeks after the child or children first arrive in the Employee's home.
- (c) 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.

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

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

- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### **20.05 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.

#### **20.06 Rights of Employees on Pregnancy or Parental Leave**

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

- (b) When an Employee reports for work upon the expiration of the period referred to in Articles 20.01 or 20.03 she shall resume work in the same position she held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave. 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 seniority credits for the duration of the leave and her seniority shall be deemed to be continuous.

### **20.07 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.

### **20.08 Bereavement Leave**

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of pay or benefits for up to five (5) consecutive calendar days commencing midnight following the death. Immediate family is defined as father, mother, step-parent, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, step child or ward of the employee, grandparent, great grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Employees shall be entitled to leave without loss of pay or benefits for up to three (3) consecutive calendar days in the event of death of the employee's niece or nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) Employees shall be entitled to up to a maximum of one (1) day leave without loss of pay or benefits for the purpose of attending the funeral of an aunt **or** uncle **of the employee** or a grandparent or great grandparent of the spouse of the employee.
- (d) In the event of an out-of-province bereavement attended by the employee, a one-day extension of the applicable bereavement leave shall be granted.

- (e) The foregoing entitlement is subject to the proviso that proper notification is made by the employee to the Executive Director or delegated official.
- (f) If an employee is on vacation, sick leave, or other paid leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation, sick leave, or other leave credits.

## **20.09 Court Leave**

- (a) Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required:
  - (i) to serve on a jury; or
  - (ii) by subpoena or summons to attend as a witness in any proceeding held:
    - (1) in or under the authority of a court; or
    - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
    - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Where an employee notifies the Employer in advance, where possible, that she is required to serve in court 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 Employer will consider an employee's request to cover the time lost on a day of rest or vacation day for that period of time required by the Court for the purpose of giving evidence pursuant to this Article. The lost time shall be reimbursed to the employee.

## **20.10 Leave for Family Illness**

**Employees shall be allowed leave of absence to a total of forty (40) hours per annum for family illness, which shall be debited from available sick leave credits, as follows:**

- (a) **where an illness of a family member of an employee requires the presence and/or support of the employee, or**

- (b) where preventative medical or dental care for an employee's spouse, child, or parent, whether or not living with the employee, or other family member of the employee who permanently resides with the employee, requires the presence and/or support of the employee.

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

The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

#### **20.11 Leave for Medical & Dental Appointments**

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

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

- (a) An employee shall be paid for scheduled hours lost when storm conditions prevent the employee from performing scheduled work, to a maximum of twenty four (24) hours per fiscal year.
- (b) No discrimination is to be practiced in the administration of the Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.
- (c) Where notification to a client of cancellation or change in scheduling of service is necessary because of storm conditions as referred to in Article 20.12 (a), the employee shall be paid up to one and one-half (1.5) hours as compensation. Such compensation will be considered time worked and will not be deducted from storm leave credits pursuant to 20.12 (a).
- (d) Time lost in excess of twenty four (24) hours can be, as determined by the employee:
  - (i) charged to the employee's vacation leave; or
  - (ii) deemed to be leave without pay; or

- (iii) paid to the employee, and the scheduled time lost will be worked within one (1) month as replacement time as mutually agreed by the Employer and the employee. If the replacement time is not worked within one (1) month, the Employer may deduct such time-lost compensation from wages.

### **20.13 Compassionate Care Leave**

- (a) An employee who has been employed by an employer for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to
  - the spouse of the employee,
  - a child of the employee or a child of the employee's spouse,
  - a parent of the employee,
  - the spouse of a parent of the employee, or
  - any other person defined as a "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 family member 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 leave was begun 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 a maximum of eight (8) weeks of leave, in periods of not less than one week's duration, during the maximum twenty-six (26) week period.
- (c) The period of leave shall end on the earlier of the death of the recipient of the care, or the expiry of the twenty-six week period.
- (d) An employee who intends to take this leave shall advise an Employer as soon as possible.
- (e) The Employer shall, subject to the eligibility requirements of the plan, grant to the employee the option of maintaining a benefit plan in which the employee participated before beginning a compassionate care leave. The Employer shall notify the employee in writing of the option to maintain a benefit plan and the date beyond which the option may no longer be exercised.

- (f) Where the employee opts, in writing, to maintain a benefit plan, the employee shall enter into an agreement to pay the cost required to maintain the plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

#### **20.14 Leave for Emergency**

Employees shall be granted leave of absence with pay up to two (2) days for a critical condition, which requires her personal attention resulting from an emergency (flood, fire, **vehicle breakdown**, etc.) which cannot be served by others or attended to by the employee at a time when she is normally off duty. Such leave will be debited against sick leave credits.

**Employees shall provide receipts to validate any claim due to vehicle breakdown on request of the employer.**

#### **20.15 Special Leave**

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

#### **20.16 Education Leave**

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

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

### **ARTICLE 21 - BENEFIT PLANS**

#### **21.01 Group Plan**

- (a) The Employer will continue to participate with employees who meet the eligibility criteria in the provision of group life insurance, basic medical, prescription drug, and dental coverage for employees.
- (b) The premiums for the group life insurance coverage shall be cost-shared 50% by the Employer and 50% by the employee.
- (c) The premiums for the basic medical, prescription drug, and dental plans shall be cost-shared 65% by the Employer and 35% by the employee.

- (d) Except as otherwise provided, when an employee is on an approved leave and continues to pay his/her share of the premium cost, the Employer shall continue the benefit and pay the Employer's share of the life insurance and/or health insurance plans for a maximum of fourteen (14) weeks. After this time, the benefit cost must be fully paid by the employee. The employee must make arrangements suitable to the Employer for payment of his/her share of the premium cost at the time the leave is approved.
- (e) The life and health insurance plans in effect may be amended by mutual consent of the parties to this agreement.

## **21.02 Pension Plan**

The Employer will continue to participate with employees in the **NSAHO** pension plan as exists at the coming into force of this Agreement. No changes shall be made to this Plan without the consent of both parties.

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.01 Occupational Health and Safety Act**

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

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

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

### **22.03 First-Aid Kits**

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

### **22.04 Right to Refuse Work and Consequences of Refusal**

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

### **22.05 No Discrimination**

Pursuant to Section 45 of the Act, neither the Union nor the Employer shall take, or threaten to take, discriminatory or other action against an employee because of that employee's assertion of her rights pursuant to this article or pursuant to the Act, or because of compliance with the Act or an order or direction made thereunder.

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

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

## **ARTICLE 23 JOB POSTING**

### **23.01 Job Posting**

When a new position or vacancy is created within the bargaining unit, the Employer shall post a notice of such new position or vacancy on all bulletin boards.

### **23.02 Filling Vacancies**

Where it is determined by the Employer that:

- (a) two or more bargaining unit applicants for a position in the bargaining unit are qualified; and

(b) those applicants are of equal merit;

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

### **23.03 Time Limits for Filling Vacancies**

Vacancies in permanent positions shall be filled within one (1) month of the posting of the permanent position.

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

When a new position or vacancy is created outside the bargaining unit, the Employer shall post a notice of such new position or vacancy on all bulletin boards.

## **ARTICLE 24 - EDUCATION**

### **24.01 Education and Training**

The Employer and the Union recognize that continuing education in occupationally-related training is of benefit to the Employer, employees and clients. Employees are encouraged to make their education needs known to the Executive Director so that these needs can be addressed through continuous professional development.

### **24.02 Required Training and Education**

Where employees are required to complete courses, write examinations or attend training as a condition of employment, the employee will be paid for hours spent in such training at their regular rate of pay. Such time shall be considered as regular hours worked. Employees will be reimbursed for required course materials, associated fees and reasonable travel and accommodation expenses. If training is on a scheduled day off, the employee will get another day off without pay to replace the day of training.

### **24.03 Discretionary Training**

Where an employee identifies workshops, training or education offered in the community which are not a condition of employment, upon approval of the Executive Director, the employee may be sponsored by the Employer through tuition or time off with pay. The employee will be notified in advance of the amount and type of sponsorship.

#### **24.04 Changes in Job Requirements**

If the Employer identifies additional training or education which it requires employees to complete as a condition of employment to upgrade their qualifications, the employees will be reimbursed by the Employer for related course expenses, travel and accommodation costs, and will be provided leave of absence with no loss of regular pay for the time required to complete the training and education. Such time shall be considered as regular hours worked.

#### **24.05 Orientation**

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

### **ARTICLE 25 - LAYOFF**

#### **25.01 Exceptions**

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

#### **25.02 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.

#### **25.03 Union Consultation**

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

#### **25.04 Layoff Procedure**

Employees shall be laid off in reverse order of seniority, provided that the employees who remain have the necessary skills, ability and qualifications to perform the available work.

#### **25.05 Notice of Layoff**

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.

- (b) One (1) week's notice in writing of layoff shall be sent by the Employer to the employee (s) who is/are to be laid off, except where a greater period of notice is required by current legislation.
- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, eight (8) weeks' notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off.

#### **25.06 Recall**

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

#### **25.07 No New Employees**

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

#### **25.08 Loss of Seniority**

An employee shall lose seniority in the event that:

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

#### **25.09 No Contracting Out**

No member of the bargaining unit shall be laid off or suffer any loss of hours as a result of the Employer contracting out work normally performed by members of the bargaining unit. This does not apply in emergency situations.

### **ARTICLE 26 - RE-OPENER**

#### **26.01 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 27 - WAGES AND CLASSIFICATIONS

### 27.01 Rates of Pay

The Employer shall pay wages as set out in Appendix "A" attached hereto and forming part of this Agreement.

### 27.02 Bi-weekly Payment of Wages

Wages shall be paid bi-weekly by direct deposit unless agreed otherwise by the Employer and the Union.

### 27.03 Acting Pay

Where an employee is designated to perform for a temporary period the principal duties of a higher-paying position, she shall receive the wages of the higher-paying position during that temporary period.

### 27.04 Evening Premiums

All employees shall receive an evening premium for all hours worked between 6:00 pm and 6:00 am.

Effective April 1, 2009	\$1.50 per hour.
<b>Effective October 31, 2011</b>	<b>\$1.75 per hour</b>

### 27.05 Weekend Premiums

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

Effective April 1, 2009	\$1.50 per hour.
<b>Effective October 31, 2011</b>	<b>\$1.75 per hour</b>

## ARTICLE 28 - TERM OF AGREEMENT

### 28.01 Duration, Renewal and Effective Date of Agreement

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

- (b) Unless otherwise provided, the terms of this Agreement shall become effective from the beginning of the **first full** pay period following the date of ratification by the Union. Wages shall become effective as set out in Appendix "A". Employees who have left the Employer since **April 1, 2010** shall be entitled to retroactive pay if they apply in writing for such retroactivity within thirty (30) days of the date of signing of this agreement.

## **28.02 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 28.02(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 29 - SUCCESSOR RIGHTS**

### **29.01 Successor Rights**

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

- (a) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (b) The successor employer shall ensure that the employment of all employees in the bargaining unit shall continue without break or interruption; and
- (c) The successor employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale; and
- (d) In the event that the transfer of business results in the intermingling of the employees covered by this agreement with other employees of the successor employer, the successor employer shall insure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling; and

- (e) No employee shall suffer a loss of employment as a result of a merger; and
- (f) A sale or transfer of business under Article 29.01 includes any merger, takeover, or loss of service contract or any other transfer of service to an employer other than City Homemakers Service Society

City Homemakers Service Society shall not be held liable or responsible for any breach of this collective agreement or any other conduct by a successor employer, and furthermore shall not be subject to any civil or other litigation undertaken by any employee, their legal representative or the bargaining agent resulting from real or perceived loss of benefit as a result of a sale or transfer of business under Article 29.01.

## **29.02 Full-time Employees**

Where, as a result of a sale or transfer of business under Article 29.01, a question arises as to whether an employee is a full-time employee, it is agreed that Home Support Workers who normally work forty (40) hours per week or eighty (80) hours per two week pay period and Office Workers who normally work thirty-seven and a half (37½) hours per week or seventy-five (75) hours per two week pay period shall be considered as full time employees, for the purposes of this article only. The Employer agrees to provide the Union, upon request, with a current list of employees who meet the criteria.

IN WITNESS WHEREOF the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_ 2012.

The Board of City Homemakers  
Service Society

Nova Scotia Government and General  
Employees Union

\_\_\_\_\_  
Betty Boyd, Chair, Board of Directors  
City Homemakers

\_\_\_\_\_  
Joan Jessome, President, NSGEU

\_\_\_\_\_  
Irene Surette, Executive Director  
City Homemakers

\_\_\_\_\_  
Robin MacLean  
Chief Negotiator

\_\_\_\_\_  
Catherine Peori, Local 76 President  
Bargaining Committee Member

\_\_\_\_\_  
Clarence Brown  
Bargaining Committee Member

\_\_\_\_\_  
Jessie Morrison-Fraser  
Bargaining Committee Member

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

<b>Effective Date</b>	<b>Expired Rate</b>	<b>Apr 1, 2010</b>	<b>Apr. 1, 2011</b>
<b>Home Support Worker</b>			
<b>Casual Rate (&lt;350 hr.)</b>	15.53	<b>15.69</b>	<b>15.84</b>
<b>Probationary Rate (350-1150 hr.)</b>	15.53	<b>15.96</b>	<b>16.12</b>
<b>Regular Rate</b>	16.07	<b>16.50</b>	<b>16.67</b>
<b>Availability Pay</b>	0.27	-----	-----
 <b>Office Employee – Scheduler</b>			
Casual/Probationary Rate	17.59	<b>17.77</b>	<b>17.94</b>
Regular Rate:	18.13	<b>18.31</b>	<b>18.49</b>

Probationary Employees who commenced their probationary period prior to the signing date will remain at their current rate or the probationary rate as above – whichever is higher – until completion of their probationary period, at which time they will move to the regular rate.

The Employer retains the discretion to recognize relevant experience and pay the Regular Rate to new employees notwithstanding that they are still within their probationary period.

**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, home support workers are often required to be available for a period of unpaid time during each shift, which often results in split shifts. In recognition of such requirements, home support workers have, since April 1, 2007, received an availability pay. This availability pay is incorporated into the Probationary and Regular Rates shown in Appendix “A”, effective April 1, 2010.**

## **APPENDIX “B” – LISTED EMPLOYEES**

**MEMORANDUM OF AGREEMENT:  
NUMBER OF EMPLOYEES WITH GUARANTEED HOURS  
AND ISSUES REGARDING RESTRICTED HOURS**

Clause 10.02 (b) provides that “twenty (20) Home Support Workers, with the greatest seniority in the bargaining unit, shall be guaranteed to be paid for forty (40) hours per week.” The union seeks to increase this number and the employer seeks to resolve issues surrounding restricted hours. This Memorandum sets out the mechanism agreed upon to deal with these issues.

The Parties agree as follows:

1. The employer agrees to increase the number of employees with guaranteed hours from twenty (20) employees to twenty-five (25) employees, effective the first full pay period following the date of ratification by the Union of the Tentative Agreement reached on May 16, 2012. This increase shall remain in effect until August 15, 2012, at a minimum.
2. Recognizing that issues do exist regarding restricted hours and their effect on obligations to schedule up to forty (40) hours per week and to provide replacement hours due to cancellations, the union and the employer agree to work toward resolution of these (referenced in the employers proposals of June 10, 2011), with a view to reaching agreement on them not later than August 15, 2012.
3. If agreement is reached by August 15, 2012, the increase in the number of employees with a guarantee to be paid for 40 hours per week and agreed language to resolve the referenced issues shall become part of the collective agreement consistent with Article 26 - Re-Opener.
4. This Memorandum of Agreement expires on August 16, 2012.

IN WITNESS WHEREOF the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union