

**COLLECTIVE AGREEMENT**

**between**

**CAPE BRETON COUNTY  
HOMEMAKER AGENCY  
(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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**NOTE** For ease of reference an asterisk (\*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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## PREAMBLE

Recognizing the common dependence and interest of the Employer and employees in the delivery of quality care and recognizing further the relationship of goodwill and mutual respect between the Employer and the employees to contribute to the enhancement of care, to the efficiency of operations and to the welfare of clients, the parties to this contract have joined together in the following Agreement. The purpose of this Agreement is to set out terms and conditions of employment including rates of pay and hours of work as well as to provide for final settlement of differences between the Union and the Employer.

## ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

### 1.01 Definitions

**"Agreement"** - the Collective Agreement between the Cape Breton County Homemaker Agency and the Nova Scotia Government and General Employees Union.

**"Bargaining unit"** - is the unit for collective bargaining described by the Labour Relations Board in Certification Order #4549 covering full-time and regular part-time employees of the Cape Breton County Homemaker Agency 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. Casual employees are excluded from the bargaining unit. Except as specifically provided otherwise in the Agreement, the terms and benefits of the Collective Agreement do not apply to the Casual Employee.

When a casual employee has more than a total of four hundred (400) hours worked within a twenty-six (26) week period, she shall be classified as an employee, notwithstanding the job posting provisions of Article 23 herein. Such hours shall count as probationary hours. The date after the employee completes four hundred (400) hours worked within a twenty-six (26) week period shall be considered her date of hire within the bargaining unit.

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

**"Employer"** - Cape Breton County Homemaker Agency.

**"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"** - means a period not to exceed eight hundred (800) hours worked without the mutual consent of the Employer and the employee. An

employee on probation may be terminated at any time within the probationary period.

**“Regular hours paid”** includes hours paid by the Employer including paid holidays, paid vacation and paid sick leave (both expressed in paid hours), unpaid Union leave as provided in Article 6 and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours, and hours paid by a third party including Worker’s Compensation Benefits.

**"Service"** - means the total number of regular hours paid to an employee from the most recent date of hire. One year of service equals two thousand and eighty (2080) hours paid.

**"Seniority"** - means the length of continuous employment dating from the last date of hire within the bargaining unit.

**“Spouse”** means a legal marriage partner or a live-in partner who has been identified to the Employer, in writing as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.

**"Union"** - Nova Scotia Government and General Employees Union.

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

## **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 the Nova Scotia Government and General Employees Union is the sole representative to bargain with the Employer for all employees in the bargaining unit as designated in Certification #4549.

### **2.02 Mutual Agreements**

No employee shall be required to make any written or oral agreement with the Employer, which is contrary to the terms of this Agreement.

## **ARTICLE 3 - UNION DUES - CHECK OFF**

### **3.01 Deduction of Union Dues**

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the biweekly pay of all employees in the bargaining unit.

### **3.02 Notification of Deduction**

The Union will inform the Employer 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 and the Union 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.

### **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 agrees and affirms that the Employer reserves and retains all rights to manage its operation including the direction of the work force, except as specifically abridged or modified by the express provisions of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

## **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 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 in writing the Employer of the names of any employees who are members of any Boards, Committees or Council as defined in Article 6.

### **6.03 Annual Meeting**

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave without pay, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

Such permission will not be unreasonably withheld.

If requested in writing by the Union, the Employer shall continue to pay the salary of any employee who is granted leave under Article 6.03 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

### **6.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of regular pay for two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

### **6.05 Recognition, Rights and Duties of Stewards**

An employee may have the assistance of a Union representative in all matters relating to labour relations between the Union and the Employer.

The Employer recognizes the Union's right to select one (1) steward and one (1) alternate to represent employees in each of the geographic areas served by the Employer. Only one steward at a time will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of the Employer 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 the Employer.

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

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

## **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 ten (10) 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, provided the grievance is raised within thirty (30) days of the occurrence of the event or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have her steward present at such a discussion. The Executive Director or their designate shall answer the dispute within ten (10) working days of the discussion, unless the Union agrees to extend this time limit.
- (b) **Step 2** - If the dispute is not resolved at Step 1, the employee(s) or the Union on their behalf shall submit a written grievance to the Executive Director or their designate within ten (10) working days of Step 1. 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 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 fifteen (15) working days of the date the grievance was submitted at Step 2. Such meeting may be waived by mutual agreement. Where the Employer has a grievance, the Employer shall submit it to the Union President or their designate. The Union President or their designate shall discuss the grievance with the Employer. Where no satisfactory agreement is reached, the grievance may then be referred to Arbitration as per Article 7.01 (d).
- (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 delivery to the Chair of the Board of Directors (with a copy to the Executive Director) within ten (10) working days after the decision at Step 2 has been submitted. 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 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 fifteen (15) working days of receipt of the grievance or of the date of the meeting.

- (d) **Step 4** - If the grievance remains unresolved at Step 3, the matter may be submitted to Arbitration within sixty (60) calendar days of the receipt of the response at Step 3.
- (e) Time limits in this grievance procedure are mandatory. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance, or the Employer may refer the issue of remedy to Arbitration as per Article 7.01 (d).
- (f) In determining the time in which any step under the foregoing proceedings is to be taken, the term "working days" shall exclude Saturdays, Sundays and recognized holidays. 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, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by passed.

## **7.03 Sexual Harassment and Personal Harassment**

The Employer agrees to implement a policy and procedure to deal with reported occurrences of personal and sexual harassment of Employees.

## **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.

#### **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.

#### **7.07 Arbitration Expenses\***

Each party shall pay one-half the applicable fees and expenses of the single arbitrator.

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

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

Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the employee's personnel file before the Employer provides a copy to the employee and the Union representative.

#### **8.02 Just Cause**

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

#### **8.03 Notification to the Employee**

When an employee is discharged or suspended without pay, the Employer shall within forty-eight (48) hours notify the employee and the Union in writing by registered mail, or by FAX or by personal delivery stating the reason for the discharge or the suspension without pay. Discharge and suspension shall be dealt with at Step 3 of the grievance procedure.

#### **8.04 Purging Files**

Any disciplinary notices, other than formal employee appraisals, shall be removed from the employee's file after the expiration of two (2) years from the

date it was issued, provided there has not been any further infractions of the same nature.

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

An employee shall have the right to have a steward or Union representative present at any disciplinary meeting where the employee requests such representation. Except for the purpose of investigation, where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee at least twenty-four (24) hours in advance, in order that the employee may contact a steward or Union representative, provided this does not result in undue delay of the appropriate action being taken. A steward shall have the right to consult with a Union Representative.

#### **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 may result in the employee's dismissal.

### **ARTICLE 9 – INFORMATION**

#### **9.01 Copies of Agreement**

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

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

#### **9.02 Letter of Appointment**

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's date of hire, date of Union eligibility, pay rate and employment status. The Employer shall provide a copy of this letter to the Local President. Upon receipt, of written consent from each newly hired employee, the Employer shall provide the Local President with the such employee's address and telephone number.

#### **9.03 Seniority List**

An updated seniority list shall be posted in the workplace on February 1<sup>st</sup> and August 1<sup>st</sup> of each year. The Employer shall send a copy of this list to the Union.

The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

#### **9.04 Personnel Files**

In the presence of an authorized representative of the Employer, an employee, shall with appropriate notice, be entitled to review their personnel file in the office in which it is normally kept. The employee may have a Union Representative present when reviewing their personnel file.

#### **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. Provisions shall be made for an employee to sign the appraisal as either agreeing or disagreeing with the appraisal. An employee shall receive a copy of an evaluation at the time of signing.

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

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

- (a) The normal hours of work shall include direct hours of client care, paid breaks as per Article 10.01 (b), travel time between clients, travel time as per Article 10.01 (c), time spent at meetings (including staff meetings) with an employee (s) called by the Employer, and one (1) hour per week for administrative tasks. Administrative tasks include picking up schedules, calls to office for changes in clients/schedules, client reports, and for routine paperwork.
- (b) 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 fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.
- (c) Where an employee has an unpaid break of one hour or more between client visits on a day, travel time from the client visit preceding such unpaid break to the employee's home and from the employee's home to

the next client following the unpaid break shall be considered time worked. Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.

- (d) If an employee chooses to work in a District distant from her home, or where an employee moves outside the District where she works, her home shall be considered the District border for the purposes of Article 10.01 (c).

However, where the Employer requires an employee to travel to another District no matter how far from her home, Article 10.01 (c) shall apply.

- (e) The normal hours of work shall be forty (40) hours per week, unless approved otherwise as per Article 10.02. The normal hours of work shall not be considered as a minimum number of guaranteed hours.

### **10.02 Reduced 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. An employee who wishes to regularly work fewer than forty (40) hours per week or to otherwise limit their availability, shall so request to the Employer in writing. Such requests shall not be unreasonably denied. Granting a request for limited availability will correspondingly reduce the Employer's obligation to schedule up to forty (40) hours per week in accordance with Article 10.03 and may result in reduced weekly hours of work for such an employee. The Employer may subsequently withdraw approval of such a request to meet operational requirements.

### **10.03 Scheduling of Work for Employees**

- (a) Employees shall be regularly scheduled to work up to and including forty (40) hours per week. Hours of work may include night and weekend hours. The Employer shall provide each employee with at least two consecutive days off each week, unless mutually agreed otherwise between the Employer and the employee.
- (b) Subject to the regional proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the employee is available and possesses the required skills, abilities and qualifications to meet the needs of the client(s), the Employer shall make a reasonable effort when preparing each one-week schedule to schedule employees for forty (40) hours per week or fewer hours if the employee so requests and is approved as per Article 10.02 in the following manner:



(i) Seniority

The Employer shall make a reasonable effort when preparing each one-week schedule, to schedule daytime assignments (0600-1800) to employees with the most seniority. The Employer may also assign night-time assignments (1800-0600) to make up the remainder of the potential forty (40) hours per week schedule.

(ii) Continuous Block of Work:

Subject to Article 10.01 and 10.03 (a) and (b) (i), the Employer shall also make a reasonable effort to schedule employees with the most seniority with continuous blocks of work thereby minimizing gaps in work schedules.

(iii) Weekend Consecutive Days Off

The Employer shall also make a reasonable effort to schedule employees with the most seniority with Saturday and Sunday, Friday and Saturday, or Sunday and Monday in that order unless requested otherwise as their weekly consecutive days off under Article 10.02 (a).

#### **10.04 Exceptions**

Articles 10.03 and 10.07 shall not apply to the ten (10) employees listed in Appendix "B". Unless mutually agreed otherwise, the regular hours of work for such employees shall consist of five (5) days, Monday to Friday, eight (8) hours per day between 7:00 am and 5:00 pm, inclusive of two (2) fifteen (15) minute paid breaks at the end of the shift and exclusive of a one-half (0.5) hour unpaid lunch break scheduled between 11:30 am and 2 pm.

Articles 10.03 and 10.07 shall apply to the ten (10) employees listed in Appendix "C". These employees shall be guaranteed forty (40) hours paid per one week schedule. Subject to operational requirements the Employer will make reasonable efforts to schedule these employees Monday to Friday.

The number of employees listed in Appendix "B" and Appendix "C" are not affected when an employee listed in either Appendix "B" or Appendix "C" ceases employment with the Employer, and each Appendix shall consistently contain ten (10) employees.

When a position in Appendix "B" becomes available, the most senior employee in Appendix "C" will be added to the Appendix "B" list.

When a position in Appendix "C" becomes available, the most senior employee not in either Appendix "B" or Appendix "C" will be added to the Appendix "C" list.

#### **10.05 Maximum Hours**

No employees shall be scheduled to work more than twelve (12) hours per day or forty-eight (48) hours per week.

#### **10.06 Minimum hours**

The Employer agrees that all employees shall receive a minimum of three (3) hour's pay for any scheduled work day.

#### **10.07 Cancellation of Hours**

When during a one-week schedule, an employee loses hours of work as a result of a cancellation of scheduled hours, the Employer shall, subject to Article 10.03, make reasonable effort to provide replacement hours on the same day as the cancellation by reassigning the affected employee to another client(s).

If replacement hours cannot be offered on the same day as the cancellation the affected employee shall be paid one hour of straight time and the Employer shall make reasonable effort to provide replacement hours for those cancelled hours in excess of the one hour prior to the expiry of the weekly schedule.

If, at the expiry of the weekly schedule, the Employer has not provided replacement hours for those cancelled hours in excess of the one hour referred to above, the Employer shall pay up to a maximum of one (1) additional hour per outstanding cancelled visit.

If replacement hours are refused by an employee, there shall be no further obligation to compensate for the cancelled hours. When a cancellation occurs at the door of a client, an employee will be paid travel time and applicable kilometrage compensation to the cancelled visit and to the next client visit.

Replacement hours shall not occur on an employee's scheduled days off or exceed the provisions of Article 10.05.

Where an employee has a scheduled visit cancelled that was originally scheduled to take place prior to 5 PM, and has not yet been provided with an alternate assignment, such employee shall provide a phone number at which the Employer can reach the employee during the balance of the day up to 5 PM in the event the Employer has an alternate assignment available.

Where an employee has a scheduled visit cancelled that was originally scheduled to take place after 5 PM, and has not yet been provided with an

alternate assignment, such employee must be available for a replacement visit up to the end of their last regularly scheduled client visit for that evening.

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

Subject to Articles 10.03 and 10.08, during each one-week schedule (that is, prior to preparing the next one-week schedule), the Employer shall assign hours that become available (such as new clients, fill-in for sick leave, vacation, etc.) which are not needed for replacement of hours as provided in Article 10.08 to employees with the most seniority to make up the remainder of the potential forty (40) hours per week schedule.

#### **10.10 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.

#### **10.11 Schedule of Work Assignments**

- (a) The Employer shall provide to each employee listed in Appendix "B" every two weeks the work schedule for the next ten (10) working days.
- (b) For all other employees, the Employer shall make a reasonable effort to provide to each employee a schedule with the foreseeable work assignments for the next week.

#### **10.12 Minimum meal break**

With the exception of an individual 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.

#### **10.13 Callback Compensation**

An employee who is called back to work shall be compensated for a minimum of four (4) hours) at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. A callback occurs after an employee returns home from their last client visit of the day and before their next scheduled client

visit. For the sake of clarity, a callback does not occur if the Employer is adding a client visit to an already scheduled workday for an employee.

This provision shall not apply when the Employer is assigning available hours (such as new clients, fill-in for sick leave, vacation, etc.) in accordance with Articles 10.07, 10.08, and 10.09.

#### **10.14 Availability Pay\***

Due to the unique nature of the home support industry, the need to travel between diverse client locations and to respond to last minute schedule changes, staff are required to be available for a period of unpaid time during each shift which often results in split shifts.

In recognition of such requirements, each employee has received since April 1, 2007 an availability pay. Since April 1, 2009 the rate has been twenty-seven cents (\$0.27) per hour for all hours paid. This availability pay is incorporated into the Home Support Worker Probationary and Regular Rates shown in Appendix "A", effective April 1, 2010.

### **ARTICLE 11 – OVERTIME**

#### **11.01 Definitions**

- (a) "overtime" means Employer-authorized work in excess of twelve (12) hours in a day or eighty (80) hours per bi-weekly pay period.
- (b) "time and one-half" means one and one-half (1.5) times the straight time hourly rate for the employee as provided in Appendix "A".

#### **11.02 Overtime Compensation**

An employee is entitled to time and one-half compensation for each period of overtime she works.

#### **11.03 Form of Compensation**

- (a) Compensation for overtime shall be paid except where, upon request of the employee, overtime compensation may be granted in accordance with 11.03 (b) in the form of time off in lieu of overtime hours worked. Such "lieu time" shall be taken at a time agreed upon by the Employer and the employee.
- (b) Employees may bank up to a maximum of forty (40) hours of time off in lieu of overtime worked. Time off in lieu of overtime worked not used by March 31 of each year shall be paid out to the employee.

#### **11.04 Overtime Availability List**

Employees shall notify the Employer in writing of their willingness and availability to accept scheduled overtime. Overtime hours shall not exceed seven and one-half (7.5) hours per week per employee. Subject to Article 10.03, the Employer shall offer overtime to such employees with the most seniority.

If client needs cannot be met by the employees who have indicated their willingness and availability to accept scheduled overtime, subject to Article 10.03 the Employer may assign client visits to other employees in reverse order of seniority.

### **ARTICLE 12 – TRAVEL**

#### **12.01 Reimbursement\***

- (a) For travel in providing client services, an employee shall be paid for travel with their personal vehicle at either the per kilometre rate or the per diem rate per working day, as follows:

Effective April 1, 2007 - \$0.3987 per kilometre or \$13.00 per diem

Effective April 1, 2008 - \$0.4051 per kilometre or \$13.20 per diem

Effective April 1, 2011 to \$14.56

Effective April 1, 2012 to \$15.50

Employees must elect on a yearly basis to be compensated either on the per diem basis or on the kilometre travelled basis. This adjustment shall become payable effective April 1, 2007 according to whichever method of reimbursement the employee has claimed, effective April 1, 2007 to the effective date of this provision.

Any changes to the Provincial Civil Service kilometre rate subsequent to April 1, 2007 shall be made to the kilometre rate hereunder. The daily rate shall be similarly adjusted by the same percentage rate increase applied to the kilometre rate.

- (b) Travel in providing client services includes travel between clients, travel for administrative tasks and for meetings (including staff meetings) with an employee(s) called by the Employer, and travel in excess of twelve (12) km daily from home to the first client (or the office) of the day, and travel in excess of twelve (12) km daily from the last client (or the office) of the day to home.

(c) Home Outside the District

If an employee chooses to work in a District distant from her home, or where an employee moves outside the District where she works, her home shall be considered the District border for the purposes of Article 12.01 (b).

However, where the Employer requires an employee to travel to another District no matter how far from her home, Article 12.01 (b) shall apply.

**12.02 Meal Allowances**

For travel on behalf of the Employer for training or for a conference or meeting which extends over a meal period, a meal allowance of \$8.00 (breakfast), \$10.00 (lunch) and \$15.00 (dinner) shall be granted unless otherwise provided.

**12.03 Reporting Kilometres for Monthly Reimbursement**

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

**12.04 Transporting of Students**

Employees may, but shall not be required to transport students.

**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 appointed or elected 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 three (3) months or more or less frequently if mutually agreed.

An agenda shall be developed and circulated by the Chairperson of the upcoming meeting at least forty-eight (48) hours prior to each meeting. Matters of discussion shall include concerns about staffing, geographic districts or regions,

orientation, issues re: workload, scheduling, transfers, reassignment, and challenges created by short-term or long-term absences.

Minutes of each meeting shall be taken by the party not chairing the meeting, and circulated to all committee members within two (2) weeks of the meeting. Once approved, the minutes shall be posted in a place accessible to all members of the Bargaining Unit.

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 authority.

The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication within the Cape Breton County Homemaker Agency.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operations of Cape Breton County Homemaker Agency and the convenience of the parties. However, where meetings are scheduled during working hours, members shall suffer no loss of pay in attending the meetings.

With reasonable advance notice to the other party and with the agreement of the other party, either the Union or the Employer may invite guests to the meeting. Such agreement will not be unreasonably withheld.

## **ARTICLE 14 - PAID HOLIDAYS**

### **14.01 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
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Civic Holiday (First Monday in August)
- (l) any other day declared by the Federal or Provincial government to be a holiday.

#### **14.02 Holidays for Employees listed in Appendix “B”**

- (a) Employees listed in Appendix “B” shall be granted each holiday designated in Article 14.01 on the actual day of the holiday and shall receive holiday pay of eight (8) paid hours for each holiday.
- (b) If any of the above holidays fall on a Saturday or Sunday, the employees listed in Appendix “B” shall be granted the same day off as is observed by Provincial Government employees.

#### **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 Exception**

This Article does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday. Time off without pay for Union business pursuant to Article 6 is excluded from this clause.

#### **14.05 Compensation for Employees**

Employees other than those listed in Appendix “B” shall receive holiday pay to a maximum of eight (8) paid hours for each holiday defined in Article 14.01 on a pro-rata basis of regular hours paid during the two (2) two-week pay periods immediately prior to the holiday divided by one hundred and sixty (160) hours.

#### **14.06 Christmas or New Year’s Day Off**

The Employer shall endeavor to provide employees other than those listed in Appendix “B” shall receive either Christmas Day or New Year’s Day off, unless mutually agreed otherwise.

#### **14.07 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.

#### **14.08 Holiday Availability List**

Prior to March 31 of each year, employees shall notify the Employer in writing of the holidays for which they are willing and available to accept work. Subject to



Article 10.03, the Employer shall offer work on a holiday to such available employees with the most seniority.

If client needs on a holiday cannot be met by the employees who have indicated their willingness and availability to accept work on that holiday, the Employer may assign client visits to other employees in reverse order of seniority.

## **ARTICLE 15 – VACATIONS**

### **15.01 Annual Vacation Entitlement**

- (a) An employee listed in Appendix “B” shall be entitled to receive annual vacation leave with pay on the following basis:
  - (i) during the first seven (7) years of service at the rate of one and one-quarter (1 1/4) days for each month of service; (that is, 3 weeks)
  - (ii) each year after seven (7) years of service, but less than fifteen (15) years of service at the rate of one and two-thirds (1 2/3) days for each month of service; (4 weeks)
  - (iii) each year after fifteen (15) years of service, but less than twenty-five (25) years of service at the rate of two and one-twelfth (2 1/12) days for each month of service; (5 weeks)
  - (iv) each year after twenty-five (25) years of service at the rate of two and one-half (2 1/2) days for each month of service; (6 weeks).
- (b) An employee not listed in Appendix “B” shall be entitled to receive unpaid annual vacation leave on the following basis:
  - (i) during the first seven (7) years of service at the rate of one and one-quarter (1 1/4) days for each month of service; (that is, 3 weeks)
  - (ii) each year after seven (7) years of service, but less than fifteen (15) years of service at the rate of one and two-thirds (1 2/3) days for each month of service; (4 weeks)
  - (iii) each year after fifteen (15) years of service, but less than twenty-five (25) years of service at the rate of two and one-twelfth (2 1/12) days for each month of service; (5 weeks)
  - (iv) each year after twenty-five (25) years of service at the rate of two and one-half (2 1/2) days for each month of service; (6 weeks).

- (c) An employee other than those listed in Appendix "B" shall be entitled to receive annual vacation pay on the following basis:
  - (i) during the first seven (7) years of service, at the rate of five point eight per cent (5.8%) of regular hours paid.
  - (ii) each year after seven (7) years of service, but less than fifteen (15) years of service at the rate of seven point seven per cent (7.7%) of regular hours paid.
  - (iii) each year after fifteen (15) years of service, but less than twenty-five (25) years of service at the rate of nine point six per cent (9.6%) of regular hours paid.
  - (iv) each year after twenty-five (25) years of service at the rate of eleven point six percent (11.6%) of regular hours paid.
- (d) In April of each year, employees not listed in Appendix "B" shall have the option to choose whether to receive their vacation pay benefit on their bi-weekly pay or to bank these amounts to be paid out on reasonable notice or during subsequent scheduled unpaid vacation leaves.

## **15.02 Vacation Year**

The vacation year shall be April 1 to March 31.

## **15.03 Vacation Carryover**

Subject to prior written approval of the Employer and due to special circumstances, an employee may carry over up to five (5) days' vacation from one vacation year to the next. In any one year, the Employer, may limit the number of employees permitted to carry over vacation in accordance with this provision. In such circumstances, the Employer shall give preference to employees with greatest length of seniority. 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 Termination**

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

## **15.05 Vacation Scheduling**

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.

- (b) The employee shall advise the Employer in writing of vacation preference before February 1<sup>st</sup> in each year.
- (c) Based on operational requirements, the Employer may impose restrictions on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest seniority.
- (d) The Employer shall post the approved vacation schedule no later than March 1<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 preferences.
- (f) The Employer shall grant requests for vacation leave made after March 1<sup>st</sup> subject to operational requirements on a first come first served basis. The Employer shall confirm approval of such vacation requests as soon as possible and within ten (10) calendar days of receipt of the request.
- (g) By mutual agreement between the Employer and employee, available vacation days may be granted at times other than scheduled in accordance with this Article.
- (h) Unless mutually agreed otherwise, an employee shall not be required to work on regular days off that fall consecutive to her approved vacation leave.

#### **15.06 Employee Request**

Subject to the operational requirements of the service, the Employer shall ensure that an employee's written request for vacation leave is considered and make every reasonable effort to grant an employee's vacation leave request. If an employee's vacation request, submitted in accordance with Article 15.05 (b) is not approved by the Employer as per Article 15.05, the employee shall be given an opportunity to select a different period of vacation before any less senior employee has her vacation approved.

#### **15.07 Unbroken Vacation**

Where operational requirements permit, the employer shall make a reasonable effort to grant to an employee vacation time in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) weeks during the months of July and August.

Notwithstanding the above, requests for vacation in excess of two (2) weeks in July and August may be granted if all other employees have had their vacation requests for July and August approved. Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

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

If an employee becomes ill for three (3) days or more consecutive days during a period of vacation and such illness is supported to the Employer's satisfaction by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and her vacation credit shall be restored to the extent of the sick leave.

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

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

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave, shall be granted sick leave pay when unable to perform the duties of the employee's position because of illness or injury, provided the following:

- (a) that the employee is not otherwise receiving pay for that day; and
- (b) that the employee satisfies the Employer of the employee's condition; and
- (c) that the employee has sufficient sick leave credits.
- (d) An employee may be required to provide a medical certificate for absences of more than five (5) days, and may be required to do so for absences of less than five (5) days where circumstances warrant.

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

Each employee shall accumulate sick leave credits at the rate of one and one half (1 ½ ) days for each calendar month of work for the Employer up to a maximum accumulation of one hundred and fifty (150) days.

#### **16.03 Sick Leave Records**

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

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

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

When an employee returns from leave of absence, extended sick leave, WCB, etc, on an earlier date than previously indicated, and provides the Employer with notice of return prior to twelve o'clock noon (12:00 pm) on Wednesday, the Employer will endeavour to fulfill the hours of the employee during the remainder of the current schedule period, and shall provide the employee with a schedule in accordance with Article 10 for the next week.

When an employee returns from leave of absence, extended sick leave, WCB, etc, on an earlier date than previously indicated, and provides the Employer with notice of return after twelve o'clock noon (12:00 pm) on Wednesday, the Employer will endeavour to fulfill the hours of the employee, and shall provide the employee with a schedule in accordance with Article 10 not later than for the second full week following notice of her return to work.

#### **16.05 Payment for Medical Certificates and Examinations**

Where, pursuant to this Agreement, an employee is required to submit a detailed medical certificate (excluding medical certificates which may be required under Article 16.01) or report, or where an examination is required, the Employer shall be responsible for paying the full costs of any such medical certificate, report or examination.

### **ARTICLE 17 - EDUCATION**

#### **17.01 Education and Training**

##### **(a) Required by Employer**

The Employer and the Union recognize that continuing education in home support is of benefit to the Employer, employees and clients. Employees may be required to take advantage of continuing education (including in-service training). An employee required by the Employer to attend such continuing education (including in-service training) shall suffer no loss of regular earnings for attendance at such program (s), and shall be reimbursed for registration, travel and accommodation costs. If training is on a scheduled day off, the employee will get another day off without pay to replace the day of training.

(b) **Discretionary**

Staff are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the Employer through tuition or time off at the discretion of the Executive Director. Where attendance is not required by the Employer, then the employee and the Employer may agree in advance on what expense, if any, will be reimbursed.

**17.02 Orientation**

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

**17.03 Education Needs**

Employees are encouraged to make their education needs known to the Executive Director so that these needs can be addressed through continuous professional development.

**17.04 Changes in Job Requirements**

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

**ARTICLE 18 - WORKERS' COMPENSATION**

**18.01 Workers' Compensation**

The parties agree that the provision of the Workers' Compensation Act shall apply to employees injured at work. For the application of this provision exclusively, the parties agree that travel from the employee's home to client homes, and from client homes 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 Worker's 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, up to a maximum of twelve (12) months.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accumulate vacation credits to a maximum of that which the employee would normally earn during one (1) year of employment.

## **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 part of this Agreement.

### **19.02 Payment of Wages**

Wages shall be paid bi-weekly.

### **19.03 New Classification**

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

#### **19.04 Evening Premiums\***

An employee shall receive an evening premium of \$1.50 per hour for all regular hours worked between 6:00 p.m. and 6:00 a.m.

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

#### **19.05 Weekend Premiums\***

All employees shall receive a weekend premium of \$1.50 per hour for all regular hours worked between midnight Friday and midnight Sunday, effective as follows:

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

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

#### **20.01 Pregnancy Leave**

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

## **20.03 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) A 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 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)
  - (i) 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 or 10.04 even if it means reassigning client visits from the most junior employee(s).
  - (ii) During the period of leave, the Employer will pay its agreed portion of the benefit plan premiums 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.

#### **20.05 Leave for Birth of Child**

On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

## 20.06 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.

## 20.07 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 (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

## **20.08 Leave for Medical and Dental Appointments and Family Illness\***

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

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

- (a) in order to engage in and facilitate the Employee's personal preventative medical or dental care; or
- (b) where an illness of a family member of an employee requires the presence and/or support of the employee; or
- (c) 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.

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

## **20.09 Bereavement Leave\***

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of regular pay for a period of up to five (5) consecutive days commencing midnight after 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, grandparent, great grandparent or grandchild of the employee, and a relative who is a ward of the employee or with whom the employee permanently resides. In the event that the funeral for an immediate family member does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time the benefit is claimed.
- (b) Employees shall be entitled to leave without loss of regular pay for a period up to three (3) consecutive days commencing midnight after the death, in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew of the

employee, or grandparents of the spouse of the employee. In the event that the funeral for an immediate family member does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral.

The “in-law relationship referred to in this provision will only be considered in cases where it is a current relationship at the time the benefit is claimed. For clarity, in this provision, “brother-in-law” or “sister-in-law” means the spouse of the employee’s sibling; “niece” or “nephew” means a child of an employee’s sibling and “aunt” or “uncle” means the sibling of an employee’s father or mother.

- (c) The foregoing entitlement is subject to the proviso that proper notification is made by the employee to the Executive Director or delegated official.
- (d) 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.

#### **20.10 Court Leave\***

- (a) Leave of absence without loss of pay shall be given to an employee other than an employee on leave of absence without pay or under suspension, who is required:
  - (i) to serve on a jury; or
  - (ii) by subpoena or summons to attend as a witness in any proceeding for an employment-related matter pertaining to the Employer, Cape Breton County Homemaker Agency:
    - (1) in or under the authority of a court; or
    - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
    - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Where an employee is required by the Employer to serve in court as a result of the functions the employee fulfills on behalf of the Employer on a

day other than a regularly scheduled work day, the time spent shall be considered time worked.

- (c) The employee given leave of absence without loss of pay pursuant to Article 20.10 (a) or with pay pursuant to Article 20.10 (b) shall have deducted from her salary an amount equal to the amount of money she receives for such duty.

### **20.11 Special Leave**

The Employer in its sole discretion may grant to an employee special leave with or without pay or benefits, for such a period as the Employer determines.

### **20.12 Leave for Emergency\***

- (a) Where operational requirements permit, employees may be granted leave of absence with pay up to two (2) days for a critical condition which requires the employees' personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when she is normally off duty. Such leave shall be debited against sick leave credits.
- (b) Critical condition includes vehicle breakdown. Employees shall provide receipts to validate any claim due to vehicle breakdown on request of the Employer.

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

It is the responsibility of the employee to make every reasonable effort to arrive at her work location as scheduled. An employee shall be paid for scheduled hours lost when storm conditions make such arrival impossible, to a maximum of twenty-four (24) hours per year. Where an employee has utilized the aforementioned twenty-four (24) hours, all additional absent time due to storm conditions will be deemed to be leave, and the Employee has the option to take the absent time as unpaid; or deduct the absent time from accumulated overtime, holiday time or vacation.

### **20.14 Compassionate Care Leave**

An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- the spouse of the employee,
- a child of the employee or a child of the Employee's spouse,
- a parent of the employee,

- the spouse of a parent of the employee, or
- any other person defined as “family member” by Regulations made pursuant to the Labour Standards Code

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate.

The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week’s duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

An employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain the benefit plan, the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer’s share thereof, and the Employer shall process the documentation and payments as arranged.

## **ARTICLE 21 - BENEFIT PLANS**

### **21.01 Group Plan\***

The Employer will continue to participate with employees in the Group Benefit Plan, which existed at the coming into force of this Agreement, unless amended by mutual consent. Except as stated below, the Employer agrees to pay fifty per cent (50%) of the total premium cost for all employees who have worked at least six hundred (600) hours as of the date of ratification (May 31, 2012) and who wish to participate in the Group Plan and who otherwise meet the eligible criteria of the Group Plan. The Employer agrees to cost share on the basis of 65% of the premiums for the Group Health Plan (Extended Health Care) for those Employees who are eligible and who pay their respective share on the basis of 35% of the premiums to participate in the Plan.



Employees shall be provided with prescription drug co-pay cards with the cost of the co-pay card to be shared 65% by the Employer and 35% by the Employee.

The Employer agrees to add a dental plan to the existing Group Benefit Plan to be cost shared 50% by the Employer and 50% by the Employee.

#### **21.02 Pension Plan\***

The Employer will continue to participate with employees in the NSAHO Pension Plan.

### **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.

#### **22.02 First-Aid Kits**

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

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

In the interests of the occupational safety and health of employees, the Employer will maintain an in-service program of first-aid and CPR training.

### **ARTICLE 23 - JOB POSTING**

#### **23.01 Job Posting**

- (a) Where the Employer determines that a regular vacancy exists or a new position is created and the Employer determines that the position is to be filled, a notice shall be posted. This shall apply only to regular vacancies.
- (b) The posting shall include:
  - (i) the classification of the position;
  - (ii) the status of the position
- (c) A vacant position in accordance with this provision shall be posted for a minimum of ten (10) days.
- (d) A vacancy in the bargaining unit which cannot be filled with a qualified bargaining unit employee may be advertised externally.

### **23.02 Casual Employees**

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

### **23.03 Filling Vacancies**

In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are relatively equal in skills, ability and qualifications to perform the required duties of the 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 written notice of such new position or vacancy.

## **ARTICLE 24 – LAYOFF**

### **24.01 Exceptions**

Throughout Article 24, the use of the word "layoff" does not refer to periodic reductions in scheduled hours of work due to temporary or intermittent shortages of work.

### **24.02 Layoff**

An employee(s) 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 Procedure**

Employees shall be laid off in reverse order of seniority within a classification.

### **24.05 Notice of Layoff**

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

- (b) Three (3) weeks notice of layoff shall be sent by the Employer to the Union and the employee (s) 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, six (6) weeks' notice of layoff shall be sent by the Employer to the Union and employees to be laid off.

#### **24.06 Recall Procedure**

Employees shall be recalled in order of seniority within a classification.

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

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

#### **24.08 Loss of Seniority and Employment**

An employee shall lose both seniority and employment in the event that:

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

#### **24.09 No Contracting Out**

No employee shall be laid off or have regular hours reduced as a result of the Employer contracting out work. This provision does not apply in emergency situations.

## **ARTICLE 25 - RE-OPENER**

### **25.01 Change in Agreement**

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

## **ARTICLE 26 - NOTICE OF RESIGNATION**

### **26.01 Notice of Resignation**

If an employee desires to terminate her employment, she shall forward a letter of resignation to the Executive Director not less than two (2) weeks prior to the effective date of termination, provided however that the Executive Director may accept a shorter period of notice.

## **ARTICLE 27 – UNIFORM**

### **27.01 Provision of Protective Clothing**

The Employer will provide personal care gloves, cleaning gloves, protective aprons or other materials required to carry out job tasks.

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.01 Duration and Renewal 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) Except for Appendix "A" or unless specifically provided otherwise in the Agreement, the terms of this Agreement shall become effective from the date of ratification by the Union (May 31, 2012). 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 this Agreement.

## **28.02 Future Legislation**

If any Article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.

## **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 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
- (c) 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
- (d) No employee shall suffer a loss of employment or a break or interruption of employment as a result of the sale or transfer.

### **29.02 No liability**

Cape Breton County Homemaker Agency shall not be liable or responsible for any breach of this collective agreement by a successor employer.

### **29.03 Full-time Employees**

The Employer and the Union agree that for the operation of this Article, full-time employee means an employee who is regularly scheduled on a full-time basis and normally works forty (40) hours per week or eighty (80) hours biweekly and is classified as a full-time employee.

The Employer agrees to provide the Union, upon request, with a current list of employees who meet the criteria for classification as full-time employees as defined herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 12th day of September, 2012.

Cape Breton County  
Homemaker Agency

Michael Maclsaac, Chair

Nova Scotia Government and General  
Employees Union

Joan Jessome, President, NSGEU

Neil McNeil, Chief Negotiator

A. Marguerite Musgrave  
Bargaining Committee Member

David Bonaparte  
Bargaining Committee Member

Carrie Bonnell  
Bargaining Committee Member

**APPENDIX "A" - HOME SUPPORT SALARY SCALES\***

**Home Support Worker**

<b>Effective Date</b>	<b>March 31, 2010</b>	<b>April 1, 2010</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
	(expired)	(rate + availability premium)	(1%)	(1%)
<b>Probationary Rate</b>	\$15.53	\$15.80	\$15.96	\$16.12
<b>Regular Rate</b>	\$16.07	\$16.34	\$16.50	\$16.67

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

**APPENDIX "B" – LISTED HOME SUPPORT WORKERS**



**APPENDIX "C" – LISTED HOME SUPPORT WORKERS\***

## MEMORANDUM OF AGREEMENT

### RE: SCHEDULING HOURS OF WORK

The Employer and the Union shall, within sixty (60) days following the signing of this Collective Agreement, form a Hours of Work and Scheduling Committee consisting of three Employer representatives and three Union representatives shall endeavour to devise and implement a rotation to give effect to the following provision:

#### **(iii) Weekend scheduling**

(A) Subject to (B) and (D), the Employer will provide employees with a minimum of one weekend off in four. Employees may agree to regularly work more weekends. Weekends will be assigned on a rotation basis and the Employer shall establish a schedule of weekends off. Where operational requirements permit, the Employer will give more weekends off to employees in order of seniority. Provided that sufficient advance notice is given, operational requirements permit, and there is no increase in cost to the Employer, employees may exchange weekends off.

(B) Should fewer employees be required to work on a weekend than were designated, then the work shall be assigned in reverse order of seniority to employees on the rotation list designated for that weekend. No employee shall be assigned work on her scheduled weekends off, unless mutually agreed otherwise, or in accordance with (D).

(C) An employee assigned work on a weekend shall be assigned corresponding days off during the week. Such days off shall, where feasible, be consecutive.

(D) If the Employer cannot meet client needs by following (A), (B) and (C), the Employer may assign work in reverse order of seniority to an employee(s) on a scheduled weekend off even where it means assigning employees to work more than three weekends in four.

At the expiration of a six month trial period following the initial implementation of the rotation, the parties shall either agree to continue with the rotation and execute a Memorandum incorporating the above provision into the collective agreement or the Employer shall revert to the language in the collective agreement and schedule employees accordingly.

This MOA and the above provision shall not apply to employees listed in Appendix "B".

IN WITNESS WHEREOF the parties have executed this Agreement as of the 12<sup>th</sup> day of September, 2012.

Cape Breton County  
Homemaker Agency

Nova Scotia Government and General  
Employees Union

Michael MacIsaac, Chair

Joan Jessome, President, NSGEU

Neil McNeil, Chief Negotiator

A. Marguerite Musgrave  
Bargaining Committee Member

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Bargaining Committee Member