COLLECTIVE AGREEMENT

between

ANTIGONISH AND AREA HOMEMAKER SERVICE
(Hereinafter referred to as the "Employer")

and

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(Hereinafter referred to as the "Union")

Term of Agreement

April 1, 2012 – March 31, 2015

Table of Contents

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.

PREAMBLE **8**

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS **8**

1.01 Definitions 8

1.02 Gender 9

ARTICLE 2 - RECOGNITION **9**

2.01 Bargaining Agent Recognition 9

2.02 Mutual Agreements 9

ARTICLE 3 - UNION DUES - CHECK OFF **9**

3.01 Deduction of Union Dues 9

3.02 Notification of Deduction 9

3.03 Remittance of Union Dues 10

3.04 Revenue Canada Tax Form 10

3.05 Liability 10

ARTICLE 4 - NO DISCRIMINATION **10**

4.01 No Discrimination 10

4.02 No Discrimination for Union Activity 10

ARTICLE 5 - MANAGEMENT RIGHTS **10**

5.01 Management Rights 10

ARTICLE 6 - UNION BUSINESS* **11**

6.01 Leave Without Pay 11

6.02 Notification to Employer 11

6.03 Annual Meeting 11

6.04 Recognition, Rights and Duties of Stewards 12

6.05 No Loss of Service, Seniority or Benefits 12

6.06 Employer and Union Shall Acquaint New Employees 12

6.07 Bulletin Board* 13
ARTICLE 7 - GRIEVANCE AND ARBITRATION 13
7.01 Grievance Procedure 13
7.02 Policy Grievance 14
7.03 Sexual Harassment and Personal Harassment 14
7.04 Referral to Arbitration 14
7.05 Arbitration Procedure 14
7.06 Arbitration Award 14
7.07 Arbitration Expenses 15
ARTICLE 8 - DISCIPLINE AND DISCHARGE 15
8.01 Entries to Files 15
8.02 Just Cause 15
8.03 Notification to the Employee 15
8.04 Purging Files 15
8.05 Right to Have Steward 15
8.06 Drug or Alcohol Dependency 16
ARTICLE 9 - INFORMATION 16
9.01 Copies of Agreement 16
9.02 Letter of Appointment 16
9.03 Seniority List 16
9.04 Personnel Files 17
9.05 Evaluation Reports 17
ARTICLE 10 - HOURS OF WORK* 17
10.01 Normal Hours of Work* 17
10.02 Reduced Hours of Work 18
10.03 Scheduling of Work 18
10.04 Maximum hours 20
10.05 Minimum hours 20
10.06 Cancellation of Hours 20
10.07 Assignment of available hours between schedules 20
10.08 Minimum rest period 20

10.09 Schedule of Work Assignments 21
10.10 Compensation for Cancellation Without Notice 21
10.11 Callback Compensation 21
ARTICLE 11 – OVERTIME* 22
11.01 Definitions 22
11.02 Overtime Compensation 22
11.03 Form of Compensation 22
11.04 Overtime Availability List* 22
ARTICLE 12 – TRAVEL 23
12.01 Reimbursement 23
12.02 Other Travel 24
12.03 Reporting Kilometres for Monthly Reimbursement 24
12.04 Payment of Reimbursement 24
12.05 Proof of Insurance 24
ARTICLE 13 - PAID HOLIDAYS 24
13.01 Paid Holidays 24
13.02 Holiday Coinciding with a Day of Vacation 25
13.03 Exception 25
13.04 Compensation for Employees 25
13.05 Christmas or New Year's Day Off 25
13.06 Compensation for Time Worked on a Holiday 25
13.07 Holiday Coinciding with Sick Leave or Other Paid Leave 25
ARTICLE 14 – VACATIONS 26
14.01 Annual Vacation Entitlement 26
14.02 Vacation Pay 26
14.03 Vacation Year 27
14.04 Vacation Scheduling 27
14.05 Employee Request 27
14.06 Unbroken Vacation 27
14.07 Vacation Carryover 28
14.08 Illness During Vacation 28

14.09 Employee Compensation Upon Termination 28
ARTICLE 15 - SICK LEAVE 28
15.01 Sick Leave Defined 28
15.02 Amount of Sick Leave 28
15.03 Sick Leave Records 28
15.04 Employee to Inform Employer 29
15.05 Return to Work 29
15.06 Medical Certificate 29
ARTICLE 16 - EDUCATION 29
16.01 Education and Training 29
16.02 Orientation 30
16.03 Education Needs 30
16.04 Changes in Job Requirements 30
ARTICLE 17 - WORKERS' COMPENSATION 30
17.01 Workers' Compensation 30
17.02 Earning Replacement Supplement 30
ARTICLE 18 - WAGES AND CLASSIFICATIONS* 30
18.01 Rates of Pay 30
18.02 Payment of Wages 30
18.03 New Classification 31
18.04 Acting Pay 31
18.05 Retroactive Pay for Terminated Employees 31
18.06 Evening Premium* 31
18.07 Weekend Premium* 31
ARTICLE 19 - LEAVE OF ABSENCE* 32
19.01 Pregnancy Leave 32
19.02 Pregnant Employee - Requirements 33
19.03 Parental and Adoption Leave 34
19.04 Rights of Employees on Pregnancy or Parental or Adoption Leave 35
19.05 Leave for Birth of a Child 36
19.06 Compassionate Care Leave 36

19.07 Leave for Medical and Dental Appointments and Family Illness 38
19.08 Bereavement Leave* 39
19.09 Court Leave 40
19.10 Special Leave 40
19.11 Leave for Emergency 40
19.12 Leave for Storm or Hazardous Conditions* 41
ARTICLE 20 – GROUP BENEFIT PLAN* 41
20.01 Group Plan* 41
ARTICLE 21 - HEALTH AND SAFETY 41
21.01 Occupational Health and Safety Act 41
21.02 Joint Occupational Health and Safety Committee 41
21.03 First-Aid Kits 42
21.04 First-Aid and CPR Training 42
21.05 Right to Refuse Work and Consequences of Refusal 42
ARTICLE 22 - JOB POSTING* 42
22.01 Job Posting* 42
22.02 Casual Employees 43
22.03 Filling Vacancies 43
22.04 Non-bargaining-unit vacancy or new position 43
ARTICLE 23 - LAYOFF 43
23.01 Exceptions 43
23.02 Layoff 43
23.03 Union Consultation 43
23.04 Layoff Procedure 44
23.05 Notice of Layoff 44
23.06 Recall Procedure 44
23.07 No New Employees 44
23.08 Loss of Seniority 44
ARTICLE 24 - RE-OPENER 45
24.01 Change in Agreement 45
ARTICLE 25 - NOTICE OF RESIGNATION 45

25.01 Notice of Resignation 45
ARTICLE 26 - UNIFORM 45
26.01 Provision of Protective Clothing 45
26.02 Dress Code 45
ARTICLE 27 - TERM OF AGREEMENT* 46
27.01 Duration and Renewal* 46
27.02 Future Legislation 46
27.03 No Strike nor Lockout 46
ARTICLE 28 - SUCCESSOR RIGHTS 47
28.01 Successor Rights 47
28.02 No liability 47
ARTICLE 29 – RETIREMENT ALLOWANCE 47
29.01 Retirement Allowance 47
Appendix ‘A’ - Salary Scales* 49
APPENDIX “B” - Listed Employees* 50
APPENDIX “C” Re: Office Employees* 51
Memorandum of Agreement #1 55

PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as provision for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

1.01 Definitions

"Agreement" - the Collective Agreement between the Antigonish and Area Homemaker Service 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 #4471 covering full-time and regular part-time employees of the Antigonish and Area Homemaker Service performing work as a home support worker, administrative support and supervisor/scheduler for whom the Nova Scotia Government and General Employees Union is the bargaining agent.

"Casual employee" - means a person who is not regularly scheduled and who works on an ad hoc basis. Casual employees are excluded from the bargaining unit. During summer vacations or leaves of absence, the Employer may assign a casual employee Extra hours of work that could not be assigned in accordance with Article 10.03.

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

"Employer" - Antigonish and Area Homemaker Service.

"Holiday" - means the 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 13.

“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. For the sake of this definition, each hour paid at time and one-half shall constitute one (1) hour paid.

"Probationary period" - means a period not to exceed seven hundred and thirty-five hours worked, without the mutual consent of the Employer and the employee.

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

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

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

"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 the Union as the bargaining agent for all full-time and regular part-time employees as described in Certification Order L.R.B. 4471, performing work as a home support worker, administrative support and supervisor/scheduler.

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 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 members of the Union’s Negotiating Committee;

(f) as full-time President of 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 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 two (2) stewards and two (2) alternates to represent employees in each of the geographic areas served by the Employer. Only one steward at a time will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of 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.

6.05 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.

6.06 Employer and Union Shall Acquaint New Employees

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

(b) On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of her Union steward or representative. The Employer shall provide the new employee with a copy of the collective agreement.

6.07 Bulletin Board*

The Employer will provide space for a bulletin board in an area accessible to all staff, for the benefit of the Union and the Union shall have the right to post notices of union meetings and other such notices and other information pertinent to the members. Either party may bring to the attention of the other concerns pertaining to the bulletin board, and the parties shall then endeavor to achieve a mutually satisfactory resolution, and such matters shall not be the subject of a grievance.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.01 Grievance Procedure

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

(a) Step 1 - The dispute shall be discussed between the employee and the Agency Supervisor or their designate within twenty-five (25) days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have her steward present at such a discussion. The Agency Supervisor or their designate shall answer the dispute within ten (10) days.

(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) days of the receipt of the response at 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 ten (10) days of the date the grievance was submitted at Step 2. Such meeting may be waived by mutual agreement.

(c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) calendar days of the receipt of the response at Step 2.

(d) 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 (c).

(e) The time limits for the initial filing of grievances under Article 7.01 (a) is mandatory, unless altered by the written mutual consent of the parties. Other time limits established in this Article are directory.

(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.

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

Cases of sexual harassment and/or personal harassment may be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the Union or the Employer at Step 2 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

7.04 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator agreed to by the parties. If the Employer and the Union fail to agree upon the appointment of the arbitrator within ten (10) working days of notice of arbitration in accordance with Article 7.01 (c), the appointment shall be made by the Provincial Minister of Labour.

7.05 Arbitration Procedure

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

7.06 Arbitration Award

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

7.07 Arbitration Expenses

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

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 Entries to Files

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

8.02 Just Cause

No employee who has completed her probationary period shall be 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

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 of the subject of the meeting at least twenty-four 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. The employee and/or steward shall have the right to consult with a Union Representative.

Notwithstanding the above, an Employee may request to have a Union representative in attendance for an investigation meeting and such requests will not be denied.

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 classification, pay rate and employment status. The Employer shall provide a copy of this letter to the Union.

Upon hiring the Employer shall provide a copy to the Union of the letter of appointment for each casual employee.

9.03 Seniority List

An updated seniority list shall be posted in the workplace on April 1 each year. The Employer shall send a copy of this list to the Union.

9.04 Personnel Files

(a) Employees shall have access to their personnel file as so requested in writing with one (1) week's notice and shall have the right to request and obtain a copy of the contents of the file.

(b) In order to facilitate the investigation of a grievance, a Union representative with the written authority of an employee and with at least twenty-four (24) hours notice shall be entitled to review an employee's personnel file in the office in which it is normally kept in the presence of an authorized representative of the Employer.

9.05 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal and sign the appraisal indicating that its contents have been read. An employee shall receive a copy of an evaluation at the time of signing.

ARTICLE 10 - HOURS OF WORK*

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

10.01 Normal Hours of Work*

(a) The normal hours of work shall be eighty (80) hours biweekly which include: direct hours of client care; paid breaks (as set out in (b); 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 hour for: calls to office for changes in clients/schedules, preparation of client reports, routine paperwork, worksheets and administrative tasks including voice mails and picking up schedules and dropping off of worksheets and calling clients the evening before a scheduled visit.

(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 (2) 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 (3) in a day.

(c) With the exception of a client visit greater than four (4) hours, the Employer shall not require an employee to work more than four (4) hours without a half-hour unpaid break. An employee wanting such a break on a regular basis, shall so request with reasonable notice and the break shall be scheduled.

(d) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel time from the client before the gap in the work schedule to the next client after the gap and so on for any further gaps in the schedule until the work day ends. Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.

(e) 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 Reduced Hours of Work

An employee who wishes to regularly work fewer than forty (40) hours per week or who wishes to limit their availability, shall so request to the Employer in writing. The Employer shall ensure that an employee's written request is considered. The Union will be notified of the Employer's decision.

10.03 Scheduling of Work

(a) Subject to consideration of the regional proximity of the assignment, consideration of client continuity and client preferences, provided that there is sufficient work, 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, when preparing each one (1) week schedule, make every effort to schedule employees for forty (40) hours per week -- or fewer hours if the employee's request is approved as per Article 10.02. The normal hours of work set out in this Article are not intended to be a guarantee of work.

Notwithstanding, a senior employee will not be denied hours over a junior employee because of regional proximity, client continuity or client preferences.

(b) Subject to Article 10.03 (a), such scheduling shall be done in the following manner:

(1) Daytime assignments

The Employer shall make every effort to schedule daytime assignments (0600 to 1800 hours) inclusive to employees with the most seniority.

(2) Nighttime assignments in addition to daytime assignments

If the Employer is unable to schedule an employee with forty (40) -- or fewer if the employee's request is approved as per Article 10.02 -- hours of daytime assignments inclusive in a week, the Employer may also assign nighttime assignments (1800 to 0600 hours) to employees in order of seniority to make up the remainder of the forty (40) -- or fewer if the employee's request is approved as per Article 10.02 -- hours in the week.

If nighttime client needs cannot be met by following Article 10.03 (a), (b)(1) and (2), the Employer may reassign daytime assignments in reverse order of seniority.

(3) Continuous blocks of work

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

(4) At least one weekend off in two (2)

For each employee, the Employer shall establish a schedule of every second weekend off. No employee shall be assigned work on her scheduled weekend off, unless mutually agreed otherwise by the Employer and the employee.

If the Employer can give more than one (1) weekend off in two (2), the Employer shall make every effort to assign additional weekends off to employees in order of seniority.

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

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

(5) The Employer will make every reasonable effort to assign eight (8) hours paid each day.

(c) Extra hours

Extra hours of work shall be assigned in accordance with Article 10.03.

10.04 Maximum hours

With the exception of respite calls, no employees shall be scheduled to work more than twelve (12) hours per day or forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.

10.05 Minimum hours

The Employer agrees that all employees shall receive a minimum of three (3) hours pay for any day during which authorized client care is performed.

10.06 Cancellation of Hours

Subject to Article 10.03(a), when during a one (1) week schedule, an employee loses hours of work as a result of an unforeseen client cancellation, with less than forty-eight (48) hours notice, the employer shall:

(a) offer the employee an alternate assignment(s) on their scheduled work days, within the pay period or five (5) days, whichever is greater.

(b) such assignment may be with clients or at the office,

(c) any portion of the cancelled scheduled visit not re-assigned within the pay period shall not result in a loss of pay or benefits for the cancelled hours,

(d) such alternate assignments shall not be taken from the scheduled hours of more junior employees.

10.07 Assignment of available hours between schedules

Subject to Article 10.03 (a), during each one (1) week schedule (that is, prior to preparing the next one (1) week schedule), the Employer shall assign hours that become available (such as new clients, fill-in for sick leave, vacation, etc.) and that are not needed for replacement hours to employees with the most seniority to make up the remainder of the potential forty (40) hours per one (1) week schedule.

10.08 Minimum rest period

(a) The Employer shall not require an employee to work more than six (6) consecutive days of work, unless mutually agreed otherwise by the Employer and the employee. A normal day off shall be a twenty-four (24) hour period commencing at 12:00 a.m. and ending the next 12:00 a.m.

(b) Where possible, an employee shall be provided with a minimum of ten (10) hours off between the end of her last client visit of the day and leaving home for her first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

10.09 Schedule of Work Assignments

(a) The Employer shall provide to each employee once a week a schedule with the available and known work assignments for the next week.

(b) Upon request, an employee may schedule an appointment on unpaid time with the Agency Director or her designate to discuss her schedule. The employee shall have the right to have her steward or Union representative present. The steward will suffer no loss of regular earnings to attend this meeting. Subject to client confidentiality, the Employer agrees to have relevant data and information available to facilitate the discussion.

(c) The Employer shall post the actual hours worked of all employees at the end of each week.

10.10 Compensation for Cancellation Without Notice

When an employee has not been notified of a cancellation and reports to a client's home for a scheduled visit and work cannot be carried out for any reason, the employee shall notify the Employer immediately. The Employer shall then pay the applicable kilometrage reimbursement and travel time if any, and the Employee may be reassigned as follows:

(i) with available client hours that day,
(ii) with available hours at the office that day, or
(iii) a combination of both (i) and (ii)

If hours cannot be reassigned that day, the employee will suffer no loss of pay or benefits.

10.11 Callback Compensation

An employee who is called back to work shall be compensated for a minimum of four (4) hours at the straight time rate 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 6:00am the following day.

ARTICLE 11 – OVERTIME*

11.01 Definitions

(a) "overtime" means authorized hours of work in excess of eighty-two (82) hours biweekly or nine (9) hours per day. For the purpose of this Article overtime applies when more than eighty-two (82) hours biweekly or nine (9) hours per day of authorized work is performed. "Work" excludes unworked time that is paid by the Employer.

For clarification, it is agreed that overtime compensation shall be based upon the straight time hourly rate. Overtime does not apply to shift premiums or weekend premiums.

(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. An employee shall not be required to lay off during regular hours to equalize any overtime worked.

11.03 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, overtime may be banked to a maximum of seventy (70) hours in the form of compensating "time off" at the rate of time and one-half. Such "lieu time" shall be taken at a time agreed upon by the Employer and the employee. Lieu time not taken by mid March shall be paid out in the last pay in March, except that an employee may by written request carry over up to sixteen (16) hours of lieu time.

11.04 Overtime Availability List*

(a) Employees shall notify the Employer in writing of their willingness and availability to accept scheduled overtime. Any change in availability must be immediately communicated to the Scheduler. Overtime hours shall not exceed six (6) hours per week per employee. Provided that the employee is able to meet the needs of the client (s) as determined by the Employer, the Employer shall offer scheduled overtime to such employees with the most seniority.

(b) If client needs cannot be met by following Article 11.04 (a), the Employer may assign overtime in reverse order of seniority to employee(s) who have not notified the Employer in writing of their willingness and availability to accept scheduled overtime.

ARTICLE 12 – TRAVEL

12.01 Reimbursement

(a) (i) Effective April 1, 2012, any employee who uses a vehicle for travel within Antigonish County in providing client services shall be reimbursed at the rate of zero point four two eight seven ($0.4287) cents.

(ii) Effective April 1, 2013, any employee who uses a vehicle for travel within Antigonish County in providing client services shall be reimbursed at the rate of zero point four three six six ($0.4366) cents (or more if the Civil Service rate goes up) per km.

(iii) Effective April 1, 2014, any employee who uses a vehicle for travel within Antigonish County in providing client services shall be reimbursed at the rate of zero point four three seven nine ($0.4379) cents (or more if the Civil Service rate goes up) per km.

(iv) Any employee who is required to use their vehicle in providing client services shall choose to receive a daily allowance of fourteen dollars and fifty six cents ($14.56) instead of reimbursement in accordance with (a) (i), (ii) & (iii) above. Effective April 1, 2012, the daily allowance shall increase to fifteen dollars and fifty cents ($15.50). Effective April 1, 2013, the daily allowance shall increase to fifteen dollars and seventy nine cents ($15.79). Effective April 1, 2014, the daily allowance shall increase to fifteen dollars and eighty four cents ($15.84). Employees who choose the daily allowance option shall notify the Employer each March 1 of their choice.

(b) Travel in providing client services includes travel between clients, travel for staff meetings and meetings with individual employees called by the Employer**,** travel in excess of twelve (12) km daily from home to the first client, and travel in excess of twelve (12) km daily from the last client to home.

(c) For the sake of clarity in calculating travel km 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.

(d) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel km from the client before the gap in the work schedule to the next client after the gap and so on for any further gaps in the schedule until the work day ends.

(e) When an employee is scheduled to work client visits that are more than three (3) hours apart on the same day, the employee shall be reimbursed at

the rate of forty five one (40.51) cents (or more if the Civil Service rate goes up) per km for travel one way to the employee's home.

The Provincial Civil Service rate which is in effect on April 1, 2008 and any changes subsequent to April 1, 2008 shall be made to the mileage rate hereunder during the term of this collective agreement. The same percentage (%) adjustment shall be added to the daily allowance.

12.02 Other Travel

For travel on behalf of the Employer for training or for a conference or meeting, all employees shall be reimbursed in accordance with the rates in Article 12.01 (a) or the daily allowance, whichever is applicable to the employee. If the training, meeting or conference extends over a meal period, a meal allowance shall be granted unless otherwise provided. Such allowances shall be $6 for breakfast, $12 for lunch, and $20.00 for supper.

12.03 Reporting Kilometers for Monthly Reimbursement

The employee shall submit on the prescribed forms a record of kilometrage for reimbursement bi-weekly.

12.04 Payment of Reimbursement

Travel reimbursement shall be paid bi-weekly.

12.05 Proof of Insurance

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

ARTICLE 13 - PAID HOLIDAYS

13.01 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 municipal or provincial or federal government.

13.02 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave, and a holiday defined in Article 13.01 falls within that period, the holiday shall not count as a day of vacation and shall be given at another time.

13.03 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.

13.04 Compensation for Employees

Employees listed in Appendix “B” shall receive holiday pay of eight (8) paid hours for each holiday defined in Article 13.01. The Employer shall schedule the holiday off on the day of the holiday to as many employees as possible, in order of seniority.

Employees not listed in Appendix “B” shall receive holiday pay to a maximum of eight (8) paid hours for each holiday defined in Article 13.01 on a pro-rata basis of hours paid during the two (2) two (2) week pay periods immediately prior to the holiday divided by one hundred and sixty (160) hours.

13.05 Christmas or New Year’s Day Off

Employees shall receive either Christmas Day or New Year’s Day off, unless mutually agreed otherwise.

13.06 Compensation for Time Worked on a Holiday

An employee who is required to work on a holiday defined in Article 13.01 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 13. However, an employee may opt to receive such compensation in the form of time off at the applicable overtime rate.

13.07 Holiday Coinciding with Sick Leave or Other Paid Leave

Where a day that is a paid holiday as defined in Article 14.01 falls within a period of paid sick leave or other leave with pay, the holiday shall not count as a day of paid sick leave or other leave with pay.

ARTICLE 14 – VACATIONS

14.01 Annual Vacation Entitlement

An employee shall be entitled to receive annual unpaid vacation leave on the following basis:

(a) during the first year of employment at the rate of ten (10) days per year;

(b) each year after the first year of employment, but less than seven (7) years of employment at the rate of fifteen (15) days per year;

(c) each year after seven (7) years of employment but less than fifteen (15) years of employment at the rate of twenty (20) days per year;

(d) each year after fifteen (15) years of employment at the rate of . twenty-five (25) days per year

(e) each year after twenty-five (25) years at the rate of thirty (30) days per year.

14.02 Vacation Pay

An employee listed in Appendix "B" shall be paid eight (8) hours pay on each day of vacation leave.

An employee other than those listed in Appendix "B" shall be entitled to receive annual vacation pay on the following basis:

(a) during the first year of employment – at the rate of four per cent (4%) of hours paid;

(b) each year after the first year of employment but less than seven (7) years of employment– at the rate of five point eight per cent (5.8%) of hours paid;

(c) each year after seven (7) years of employment but less than fifteen (15) years of employment – at the rate of seven point seven per cent (7.7%)of hours paid;

(d) each year after fifteen (15) years of employment – at the rate of nine point six per cent (9.6%) of hours paid.

(e) As soon as possible after the signing date of this Agreement, and in April of each year, employees 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.

14.03 Vacation Year

The vacation year shall be April 1 to March 31.

14.04 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 March 1 in each year.

(c) Preference in vacation schedule shall be given to employees with greater length of seniority.

(d) The Employer shall post the approved vacation schedule no later than April 1.

(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 April 1 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.

14.05 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.

14.06 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 of vacation time 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.

14.07 Vacation Carryover

Subject to prior written approval from the Employer, an employee may carry over up to five (5) days' vacation leave from one vacation year to the next year. Vacation credits not used or carried over by the end of the vacation year shall be paid out to the employee.

14.08 Illness During Vacation

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

14.09 Employee Compensation Upon Termination

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

ARTICLE 15 - SICK LEAVE

15.01 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 that the employee is not otherwise receiving pay for that day and provided that the employee has sufficient sick leave credits.

15.02 Amount of Sick Leave

Each employee shall accumulate sick leave with pay at the rate of seven percent (7%) of paid hours up to a maximum accumulation of one thousand (1000) hours.

15.03 Sick Leave Records

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

15.04 Employee to Inform Employer

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

15.05 Return to Work

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

15.06 Medical Certificate

An Employee may be required to provide a medical certificate for absences greater than three (3) days.

When an Employee is required to submit a detailed medical certificate, 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 16 - EDUCATION

16.01 Education and Training

(a) The Employer recognizes that continuous education is of benefit to the agency, employees and clients. An employee required by the Employer to attend conferences shall be reimbursed for conference registration, travel and accommodation costs. Time spent in such training, excluding travel time, shall be considered to be time worked.

(b) Where the Employer requires attendance at in-service training program(s), the employee shall suffer no loss of regular earnings for attendance at such training program(s). If training is on a scheduled day off, the employee will get another day off to replace the day of training.

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

(d) Subject to operational requirements, leave of absence without loss of pay shall be granted to allow an employee to write examinations for courses required by the Employer.

16.02 Orientation

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

16.03 Education Needs

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

16.04 Changes in Job Requirements

If there are any changes in existing job requirements as a condition of continued employment for employees in existing positions with the Employer, the employees shall be advised of the new requirements and be provided the required leave without loss of regular pay to upgrade their qualifications.

ARTICLE 17 - WORKERS' COMPENSATION

17.01 Workers' Compensation

The parties agree that the provisions of the Workers' Compensation Act shall apply to employees injured at work.

17.02 Earning Replacement Supplement

Employees may use their sick leave credits to supplement the earnings replacement benefits paid by the Workers' Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Act and the employee's net pre-accident earnings.

ARTICLE 18 - WAGES AND CLASSIFICATIONS*

18.01 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.

18.02 Payment of Wages

Wages shall be paid bi-weekly.

18.03 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.

18.04 Acting Pay

The Employer agrees to pay to employees acting pay when they are temporarily designated by the Employer to a higher paid position inside or outside the bargaining unit. The acting rate of pay shall be that which is received by the present incumbent unless such a rate is less.

18.05 Retroactive Pay for Terminated Employees

Employees who have left (resigned or retired) their employment in the bargaining unit between April 1, 2012 and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase and any applicable retirement allowance. Such employees shall have thirty (30) days from the date of signing in which to claim any retroactive payment.

18.06 Evening Premium*

An employee shall receive a premium for all hours worked, including overtime hours worked between 6:00 pm and 6:00 am in the amount of one dollar and seventy-five cents ($1.75) per hour.

Effective March 31, 2015 the rate becomes $1.85 per hour.

18.07 Weekend Premium*

An employee shall receive a weekend premium for all hours worked between midnight on Friday and midnight on Sunday in the amount of one dollar and seventy-five cents ($1.75) per hour.

Effective March 31, 2015 the rate becomes $1.85 per hour.

ARTICLE 19 - LEAVE OF ABSENCE*

19.01 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.

(f) Pregnancy/Birth Allowance

(a) An employee entitled to pregnancy leave under the provisions of the Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).

(b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

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

(ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

(c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

(d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.

(e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

19.02 Pregnant Employee - Requirements

(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 if eligible in accordance with the provisions of Article 15.

19.03 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 an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 20.01 (a),

(i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and

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

(c) An employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:

(i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and

(ii) shall end not later than fifty-two (52) weeks after the leave began.

(1) 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.

(2) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:

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

(b) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

(3) For the purpose of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

(4) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.

(5) 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.

19.04 Rights of Employees on Pregnancy or Parental or Adoption 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 19.01 or 19.03 the employee shall resume work in the position held by the employee immediately before the leave began, or where that position is eliminated, in a comparable position with not less than the same wages and benefits, with no loss of benefits accrued to the commencement of the leave. That is, she shall be scheduled in accordance with Article 10.03, even if it means reassigning client visits from the most junior employee(s).

(c) While an employee is on pregnancy or parental or adoption leave and if the employee continues to pay the employee's share of the premium, the Employer shall permit the employee to continue participation in eligible benefit plans. The Employer shall be responsible to pay the Employer's share of the premium costs for maintaining such coverage.

(d) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority for the duration of the leave and her service and seniority shall be deemed to be continuous.

19.05 Leave for Birth of a Child

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular 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.

19.06 Compassionate Care Leave

The Employer may grant leave without pay to a maximum of eight (8) weeks to an employee to provide care or support to a family member in accordance with section 60E of the *Labour Standard Code* which, on April 1, 2007 provided:

Entitlement to unpaid compassionate-care leave

60E (1) In this Section,

(a) "common-law partner of an individual means another individual who has co-habited with the individual in a conjugal relationship for a period of at least one year;

(b) "family member", in relation to an employee, means

(i) a spouse or common-law partner of the employee.

(ii) a child of the employee or a child of the employee's spouse or common-law partner;

(iii) a parent of the employee or a spouse or common-law partner of the parent, and

(iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;

(c) "week" means the period between midnight on Saturday and midnight on the following Saturday.

(2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from

(a) the day the certificate is issued; or

(b) where the leave was begun before the certificate was issued, the day the leave was begun.

(3) The leave of absence referred to in subsection (2) may only be taken during the period

(a) that begins with

(i) the first day of the week in which the certificate is issued, or

(ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week;

and

(b) that ends with the last day of the week in which either of the following occurs:

(i) the family member dies, or

(ii) the expiration of twenty-six weeks following the first day of the week referred to in clause (a).

(4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.

(5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

(6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participate before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercises at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.

(7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), 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.

(8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).

(9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section. 2003 (2nd Sess), c.4, s.2.

19.07 Leave for Medical and Dental Appointments and Family Illness

Eligible employees with sufficient sick leave credits in accordance with Article 15, shall be allowed paid leave of absence of up to a total of forty (40) hours per annum debited against sick leave credits in order to:

(a) 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 employees' 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, uncle of the employee, whether or not living with the employee, or any other relative 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.

Leave for these purposes shall be granted on the date of the event, provided it occurs during a shift the eligible employee is scheduled to work. The eligible employee shall advise their immediate supervisor as soon as possible. At least forty-eight (48) hours notice shall be given unless such notice is not possible.

19.08 Bereavement Leave*

(a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of pay for a period of up to five (5) consecutive days commencing midnight following the death. Immediate family is defined as father, mother, father in law, mother in law, stepparent, brother, sister, spouse, child of the employee, stepchild of the employee, grandchild and a relative who is a ward of the employee or with whom the employee permanently resides. In the event that the funeral of an immediate family member does not take place within the period of bereavement leave provided but occurs at a later date, the employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral.

(b) Employees shall be entitled to leave without loss of pay up to a maximum of three (3) days commencing midnight following the death in the event of death of the employee's son-in-law, daughter-in-law or grandparent of the employee. In the event that the funeral of a family member does not take place within the period of bereavement leave provided but occurs at a later date, the employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral.

(c) Employees shall be entitled to leave without loss of pay up to a maximum of one (1) day to attend the funeral of the employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee, or grandparents of the spouse of the employee.

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

(e) Additional bereavement leave without pay or benefits may be granted at the sole discretion of the Employer.

(f) In-Law relationships referred to under Article 19.08 Bereavement will only be considered in cases where there is a current relationship at the time the benefit is claimed.

19.09 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 (including required attendance for jury selection); or

(ii) by subpoena or summons to attend as a witness in any work-related 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 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 19.08 shall have deducted from her salary an amount equal to the amount of money she receives for such duty.

19.10 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.

19.11 Leave for Emergency

Employees may be granted leave of absence without 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.

19.12 Leave for Storm or Hazardous Conditions*

An employee shall be paid for scheduled hours lost on a day by an employee as a result of storm conditions, where storm conditions prevent an employee from performing scheduled work, to a maximum of twenty-four (24) hours per fiscal year (April 1 to March 31).

All additional approved Leave under this Article will be deemed to be leave, and the Employee will have the option to take the absent time as unpaid leave, or to deduct the absent time from accumulated overtime, holiday time or vacation.

ARTICLE 20 – GROUP BENEFIT PLAN*

20.01 Group Plan*

(a) The Employer will continue to participate in the Group Benefit Plan, which existed at the coming into force of this Agreement, unless amended by mutual consent. The Employer agrees to pay sixty five per cent (65%) of the total premium cost for all employees for the Medical Plan. The Employer agrees to pay fifty per cent (50%) of the total premium cost of the remainder of the Group Benefit Plan and Long Term Disability.

(b) The Employer shall continue to pay the Employer cost share of the premium cost of the Group Benefit Plan while an employee is on WCB benefits for a period of three (3) months, provided that the employee agrees to pay their share during that period and the Plan allows.

(c) The Employer will continue to participate in a pension plan, currently the Nova Scotia Health Employee's Pension Plan (NSHEPP).

ARTICLE 21 - HEALTH AND SAFETY

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

21.02 Joint Occupational Health and Safety Committee

(a) The Employer agrees to provide for a joint Employer-Union Occupational Health and Safety Committee.

(b) The Committee shall normally meet once per month or as required. Minutes of the meetings will be kept and copies distributed to all committee members and posted on the bulletin boards.

(c) The committee's responsibilities will include performing any duties provided for in this Collective Agreement, or as required by the Occupational Health and Safety Act and Regulations, or as the Union and the Employer may mutually agree.

(d) An employee who is a member of the committee is entitled to time off from work with no loss of regular earnings, as is necessary to attend meetings of the Committees, to take any training required by the Occupational Health and Safety Act and regulations, and to carry out the employee's functions as a member of the Committees if required by the Act or Regulations.

21.03 First-Aid Kits

The employer shall provide a first aid kit to be carried by employees in their vehicle for personal use on the job.

21.04 First-Aid and CPR Training

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

21.05 Right to Refuse Work and Consequences of Refusal

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

ARTICLE 22 - JOB POSTING*

22.01 Job Posting*

(a) Where the Employer determines that a full time or regular part time vacancy exists or a new full time or regular part time position is created within the bargaining unit and the Employer determines that the position is to be filled, a notice shall be posted. This shall apply only to full time or regular part time regular vacancies.

(b) The posting shall include:

(i) the classification of the position;
(ii) the status of the position (full-time or regular part-time)

(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 filled by an external candidate. Vacancies may be both posted internally and advertised externally at the same time.

22.02 Casual Employees

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

22.03 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.

22.04 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 23 - LAYOFF

23.01 Exceptions

Throughout Article 23, 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.

23.02 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.

23.03 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).

23.04 Layoff Procedure

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

23.05 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.

23.06 Recall Procedure

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

23.07 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 who has notified the Employer of her availability 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.

23.08 Loss of Seniority

An employee shall lose seniority 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.

ARTICLE 24 - RE-OPENER

24.01 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 25 - NOTICE OF RESIGNATION

25.01 Notice of Resignation

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

ARTICLE 26 - UNIFORM

26.01 Provision of Protective Clothing

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

26.02 Dress Code

Prior to changes in the Dress Code, the changes shall be discussed with Local Union representatives. The Employer and the Employee recognize the importance of dressing in a manner conducive to portraying our professionalism and our identity.

The Dress Code shall be as follows:

1. Dresses, slacks, (casual or dress), skirts, (other than mini-skirts), are acceptable clothing for employees while working;

2. Walking shorts - professional dress shorts to the knee or slightly above the knee, and shall not be made of denim material and shall not include spandex or other gym or athletic shorts.

3. Tops including (blouses, sweaters, vests), but excluding T-shirts or sports wear;

4. Footwear - Extra pair of non skid shoes and/or running shoes should be carried and worn in client's home in order for the Home Support Worker to remove street shoes upon arrival at client's home. The footwear must be a fully enclosed style;

5. Long hair, tied back, or in a bun;

6. No shorts, denims, jogging suits or exercise wear, T-shirts or jogging sweaters;

7. Identification - each Home Support Worker will be identified by a HSW symbol with name plate stating "HSW - (first name)"

8. Uniforms optional.

ARTICLE 27 - TERM OF AGREEMENT*

27.01 Duration and Renewal*

(a) The term of this Agreement shall be from April 1, 2012 to March 31, 2015 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.

All retroactive payments will be paid to employees within two (2) months (60 days) of signing of this agreement.

(b) The terms of this Agreement shall become effective the date of ratification except where otherwise indicated in the Agreement.

27.02 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.

27.03 No Strike nor Lockout

During the term of this agreement:

a) There shall not be any cessation, retardation, slow down or stoppage of work for any reason by the employees or the union;

b) The Employer shall not lock out its employees;

c) Nothing in this article shall be construed to conflict with the Trade Union Act (Nova Scotia).

ARTICLE 28 - SUCCESSOR RIGHTS

28.01 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.

28.02 No liability

Antigonish and Area Homemaker Service shall not be liable or responsible for any breach of this collective agreement by a successor employer.

ARTICLE 29 – RETIREMENT ALLOWANCE

29.01 Retirement Allowance

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

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

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

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

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

IN WITNESS WHEREOF the parties have executed this Agreement on the 6th day of June, 2014.

Antigonish and Area Homemaker Service

Evelyn MacDonald, Executive Director

Nova Scotia Government and General Employees Union

Joan Jessome, President, NSGEU

Donnie MacNeil, Chief Negotiator

Lucille Fougere, Local 36

Muriel Gorman, Local 36

Martha MacIntyre, Local 36

Darlene Mattie, Local 36

Appendix 'A' – Salary Scales

Classification		Expired Rate Hourly	% Increase: 2.00% Apr.01-12 Hourly	% Increase: 2.50% Apr.01-13 Hourly	% Increase: 3.00% Apr.01-14 Hourly
Home Support Worker	Probationary Rate	$16.1200	$16.4424	$16.8535	$17.3591
	Regular Rate	$16.6700	$17.0034	$17.4285	$17.9513

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

Effective April 1, 2012, the rates in effect as of March 31, 2012 shall be adjusted by 2 %

Effective April 1, 2013, the rates in effect as of March 31, 2013 shall be adjusted by 2.5 %

Effective April 1, 2014, the rates in effect as of March 31, 2014 shall be adjusted by 3 %

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 an availability pay for all hours paid.

As of April 1, 2013

Classification	Expired Rate Hourly	% Increase: 2.00% Apr.01-12 Hourly	% Increase: 2.50% Apr.01-13 Hourly	% Increase: 3.00% Apr.01-14 Hourly
Scheduler / Non-RN Supervisor	$20.2300	$20.6346	$21.1505	$21.7850
Administrative Assistant	$18.2000	$18.5640	$19.0281	$19.5989

APPENDIX “B” - Listed Employees*

Shirley Purdy
Muriel Gorman

APPENDIX "C"*
(Administrative Support and Supervisor/Scheduler hereafter referred to as Office Employees)*

Re: Office Employees

The parties agree to modify the Collective Agreement as follows for Office Employees. The articles noted below shall replace their numbered equivalent in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

10.01 Normal Hours of Work

The normal hours of work for Office Employees shall include work in the office, paid breaks, supervision, travel time to and from Employer-authorized tasks or meetings, scheduled staff meetings, and any Employer-authorized training or assignments.

10.03 Scheduling Hours of Work*

(a) Hours of work for Office Employees shall consist of five (5) days per week, Monday to Friday inclusive, seven point five (7.5) hours per day in a continuous period of time starting no earlier than 8:00 a.m., including two (2) fifteen (15) minutes paid breaks, and excluding a one-half (.5) hour unpaid meal break.

10.04 Maximum hours

No Office Employee shall be scheduled for more than ten (10) hours of office duties per day, or for more than forty-eight (48) hours paid per week, unless mutually agreed otherwise by the Employer and the Office Employee.

10.05 Does not apply

10.06 Does not apply

10.07 Does not apply

10.08 Minimum rest period

The Employer shall not require an employee to work more than six (6) consecutive days of work, unless mutually agreed otherwise by the Employer and the employee. A normal day off shall be a twenty-four (24) hour period commencing at 12:00 a.m. and ending the next 12:00 a.m.

10.09 Does not apply

10.10 Does not apply.

10.11 Callback Compensation

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

10.13 Standby

When the non RN Supervisor/Scheduler is required to standby shall receive standby pay of $25 per day for Mondays to Fridays, and standby pay of $37.50 per day for Saturdays, Sundays and holidays.

11.01 Overtime Definitions*

(a) "overtime" means Employer-authorized work in excess of thirty-seven point five (37.5) hours per week or seven point five (7.5) hours per day.

(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 in excess of thirty-seven point five (37.5) paid hours per week or seven point five (7.5) hours per day.

11.04 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 10 in order to equalize any overtime worked.

12.01 Travel Reimbursement

An Office Employee shall be reimbursed at the rate of forty point one five (40.15) cents or more if the Civil Service rate goes up) per km when the Office Employee travels for Employer-authorized tasks, training or meetings, or is required by the Employer to travel to the office outside normal hours of work.

The Provincial Civil Service rate which is in effect on April 1, 2007 and any changes subsequent to April 1, 2007 shall be made to the mileage rate hereunder during the term of this Collective Agreement.

13.04 Holiday Pay*

An Office Employee shall receive holiday pay of seven point five (7.5) paid hours for each holiday defined in Article 13.01.

13.08 Holiday Falling on a Saturday or Sunday

If any of the holidays defined in Article 14.01 falls on a Saturday or Sunday, the Employer shall grant the holiday with pay to Office Employees on the day observed by Provincial Government employees.

14.02 Vacation Pay

An Office Employee shall be paid seven point five (7.5) hours pay on each day of vacation leave.

15.02 Amount of Sick Leave

Each employee shall accumulate sick leave with pay at the rate of seven percent (7%) of hours paid up to a maximum accumulation of one thousand (1000) hours.

16.01 Education and Training

(a) The Employer recognizes that continuous education is of benefit to the Employer, the employees and clients. Office Employees may be required to take advantage of continuing education programs. Office Employees are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the Employer through tuition or time off.

Memorandum of Agreement #1

The Parties agree to meet within 30 days of the signing of this agreement to discuss the wage rate for the administrative support classification. These discussions may include third party analysis of the position. In the event the Parties cannot agree the matter will be referred to arbitration.

IN WITNESS WHEREOF the parties have executed this Agreement on the 6th day of June, 2014.

Antigonish and Area Homemaker Services	**Nova Scotia Government and General Employees Union**
Evelyn MacDonald, Executive Director	Joan Jessome, President, NSGEU
	Donnie MacNeil, Chief Negotiator
	Lucille Fougere, Local 36
	Muriel Gorman, Local 36
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