

**COLLECTIVE AGREEMENT**

**between**

**NORTHSIDE HOMEMAKERS  
SERVICE SOCIETY  
(Hereinafter referred to as the “Employer”)**

**and**

**NOVA SCOTIA GOVERNMENT AND GENERAL  
EMPLOYEES UNION  
(Hereinafter referred to as the “Union”)**

**Expiry Date: March 31, 2015**

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## PREAMBLE

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

## ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

### 1.01 Definitions

**"Agreement"** - the Collective Agreement between the Northside Homemakers Service Society 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 #LRB-6199 covering full-time and regular part-time employees of the Northside Homemakers Service Society for whom the Nova Scotia Government and General Employees Union is the bargaining agent.

**"Casual employee"** - means a person who works on a day-to-day basis. Casual employees to be included in the bargaining unit after working two hundred hours (200).

When a casual employee has more than a total of four hundred (400) hours worked within a twenty-six (26) week period, she shall be classified as an employee, notwithstanding the job posting provisions of Article 23 herein.

Such hours shall count as probationary hours. The date after the employee completes four hundred (400) hours worked within a twenty-six (26) week period shall be considered her date of hire within the bargaining unit.

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

**"Employer"** – Northside Homemakers Service Society.

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

**"Probationary period"** - means a period not to exceed eight hundred (800) hours worked without the mutual consent of the Employer and the employee. An employee on probation may be terminated at any time within the probationary period.

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

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

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

**"Spouse"** means a legal marriage partner or a live-in partner. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.

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

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

## **1.02 Gender**

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

## **ARTICLE 2 - RECOGNITION**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes that the Nova Scotia Government and General Employees Union is the sole representative to bargain with the Employer for all employees in the bargaining unit as designated in Certification #LRB-6199.

### **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 Employer reserves and retains, solely and exclusively, all rights to manage the business, except as specifically abridged or modified by the express provisions of this Agreement, including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement.

## **ARTICLE 6 - UNION BUSINESS**

### **6.01 Leave Without Pay**

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as delegates to attend conventions of the union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (e) as full-time President of the Union;
- (f) for such other business as may be authorized by the Union.

Such permission will not be unreasonably withheld.

If requested in writing by the Union, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

### **6.02 Notification to Employer**

The Union shall notify in writing the Employer of the names of any employees who are members of any Boards, Committees or Council as defined in Article 6.

### **6.03 Annual Meeting**

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

Such permission will not be unreasonably withheld.

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

### **6.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of regular pay for three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

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

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

The Employer recognizes the Union's right to select stewards to represent employees. Only one steward at a time will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of the Employer or designate before leaving her work to perform her duties as a steward.

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

## 6.06 No Loss of Service, Seniority or Benefits

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

## ARTICLE 7 - GRIEVANCE AND ARBITRATION

### 7.01 Grievance Procedure

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

- (a) **Step 1** - The dispute shall be discussed between the employee and the Executive Director or their designate within twenty-five (25) working days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have her steward present at such a discussion. The Executive Director or their designate shall answer the dispute within ten (10) working days of the discussion, unless the Union agrees to extend this time limit.
- (b) **Step 2** - If the dispute is not resolved at Step 1, the employee(s) or the Union on their behalf shall submit a written grievance to the Executive Director or their designate within ten (10) working days of Step 1. The grievance will state the Article or Articles alleged to have been violated, the circumstances surrounding the alleged violation(s) and the remedy sought. The Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within fifteen (15) working days of the date the grievance was submitted at Step 2. Such meeting may be waived by mutual agreement. Where the Employer has a grievance, the Employer shall submit it to the Union President or their designate. The Union President or their designate shall discuss the grievance with the Employer. Where no satisfactory agreement is reached, the grievance may then be referred to Arbitration as per Article 7.01 (d).
- (c) **Step 3** - If the dispute is not resolved at Step 2, the representative of the Union, or their designate, may submit the grievance at Step 3 in writing by certified mail, fax or personal delivery to the Board of Directors within ten (10) working days after the decision at Step 2 has been submitted. The

grievance will state the Article or Articles alleged to have been violated, the circumstances surrounding the alleged violation(s) and the remedy sought. The Board's representative(s) may arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within fifteen (15) working days of receipt of the grievance or of the date of the meeting.

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

## **7.02 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by passed.

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

The Employer agrees to implement a policy and procedure to deal with reported occurrences of personal and sexual harassment of Employees. Matters of personal and sexual harassment 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 or by a three-person board of arbitration. If the Employer and the Union fail to agree upon the appointment of the arbitrator within ten (10) working days of notice of arbitration in accordance with Article 7.01 (d), the appointment shall be made by the Provincial Minister of Labour.

Should the parties not agree to submit the grievance to a single arbitrator, the three-person arbitration board shall be appointed as follows: The Union and the

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

#### **7.05 Arbitration Procedure**

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

#### **7.06 Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act., R.S. 1994, c.475. An arbitrator shall not alter, modify or amend any part of this Agreement, nor make a decision inconsistent with the provisions of this Agreement.

#### **7.07 Arbitration Expenses**

Each party shall pay one-half the applicable fees and expenses of the single arbitrator. In the event of a three-person arbitration board, each party shall pay the fees and expenses of the arbitrator it appoints and one half the applicable fees and expenses of the chairman.

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

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

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

#### **8.02 Just Cause**

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

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

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

### **8.04 Purging Files**

Any disciplinary notices, other than formal employee appraisals, shall be removed from the employee's file after the expiration of two (2) years from the date it was issued, provided there has not been any further infractions of the same nature.

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

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

### **8.06 Drug, Alcohol or Gambling Dependency**

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

## **ARTICLE 9 – INFORMATION**

### **9.01 Copies of Agreement**

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

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

## **9.02 Letter of Appointment**

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

## **9.03 Seniority List**

An updated seniority list shall be posted in the workplace on February 1<sup>st</sup> and August 1<sup>st</sup> of each year. The Employer shall send a copy of this list to the Union. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

## **9.04 Personnel Files**

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

## **9.05 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. Provisions shall be made for an employee to sign the appraisal as either agreeing or disagreeing with the appraisal. An employee shall receive a copy of an evaluation at the time of signing.

# **ARTICLE 10 - HOURS OF WORK**

## **10.01 Normal Hours of Work**

- (a) The normal hours of work shall include direct hours of client care, paid breaks as per Article 10.01 (b), travel time between clients, travel time as per Article 10.01 (c), time spent at meetings (including staff meetings) with an employee (s) called by the Employer, and one (1) hour per week for administrative tasks. Administrative tasks include picking up schedules, calls to office for changes in clients/schedules, client reports, and for routine paperwork.

- (b) An employee who works three (3) hours or more -- but fewer than six and one-half (6.5) hours -- on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break. An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.
- (c) Where an employee has an unpaid break of one and one-half (1½) hours or more between client visits on a day, travel time from the client visit preceding such unpaid break to the employee's home and from the employee's home to the next client following the unpaid break shall be considered time worked. Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.
- (d) If an employee chooses to work in an area distant from her home, or where an employee moves outside the area where she works, her home shall be considered the area border for the purposes of Article 10.01 (c).

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

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

## **10.02 Reduced Hours of Work**

The Employer operates a seven-days per week, twenty-four hours per day operation, and, subject to other provisions herein, employees will be scheduled to meet the requirements of this operation. An employee who wishes to regularly work fewer than forty (40) hours per week or to otherwise limit their availability, shall so request to the Employer in writing. Such requests shall not be unreasonably denied. Granting a request for limited availability will correspondingly reduce the Employer's obligation to schedule up to forty (40) hours per week in accordance with Article 10.03 and may result in reduced weekly hours of work for such an employee. The Employer may subsequently withdraw approval of such a request to meet operational requirements. The Employer will notify the Union in writing of all changes to employment status including reduced hours of work.



### 10.03 Scheduling of Work for Employees

- (a) Employees shall be regularly scheduled to work up to and including forty (40) hours per week. Hours of work may include night and weekend hours. The Employer shall provide each employee with four (4) days off per pay period, at least two of which shall be consecutive days off, unless mutually agreed otherwise between the Employer and the employee.
- (b) Subject to the regional proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the employee is available and possesses the required skills, abilities and qualifications to meet the needs of the client(s), the Employer shall make every reasonable effort when preparing each one-week schedule to schedule employees for forty (40) hours per week or fewer hours if the employee so requests and is approved as per Article 10.02 in the following manner:
  - (i) Seniority  

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

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

Subject to Appendix B the Employer shall also make a every reasonable effort to schedule employees with the most seniority with every second weekend off.

### 10.04 Exceptions

Articles 10.03 and 10.07 shall not apply to the employees listed in Appendix "B". Except as provided in Appendix "B", or unless mutually agreed otherwise, the regular hours of work for such employees shall consist of five (5) days, Monday to Friday in one week and Tuesday to Saturday in the second week, eight (8) hours per day between 7:00 am and 4:30 pm, inclusive of two (2) fifteen (15) minute paid breaks at the end of the shift and exclusive of a one-half (0.5) hour unpaid lunch break scheduled between 11:30 am and 2 pm.

### **10.05 Maximum Hours**

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

### **10.06 Minimum Hours**

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

### **10.07 Cancellation of Hours**

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

If replacement hours cannot be offered on the same day as the cancellation the affected employee shall be paid one (1) hour of straight time and the Employer shall make a reasonable effort to provide replacement hours for those cancelled hours in excess of the one (1) hour prior to the expiry of the weekly schedule.

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

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

In the event of a cancellation with less than twenty four (24) hours notice, if replacement hours cannot be offered on the same day as the cancellation, the affected employee shall be paid one (1) hour of straight time and the Employer shall make reasonable effort to provide replacement hours for those cancelled hours in excess of the one (1) hour prior to the expiry of the weekly schedule. If replacement hours for a cancellation with less than twenty four (24) hours notice in excess of the one (1) hour referred to above cannot be offered prior to the expiry of the weekly schedule, the affected employee shall be compensated for all remaining hours of the cancelled visit in excess of the one (1) hour referred to above.

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

### 10.08 Replacement Hours

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

### 10.09 Assignment of available hours between schedules

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

### 10.10 Minimum rest period

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

### 10.11 Schedule of Work Assignments

- (a) The Employer shall make a reasonable effort to provide to each employee, on Friday, a schedule with the foreseeable work assignments for the next week (i.e. Sunday to Saturday).
- (b) The Employer shall post the schedule for the coming week on Friday afternoon.
- (c) If an employee has a problem with the schedule, the employee shall not visit or contact office staff, **unless the schedule problem involves work on the upcoming Sunday or Monday**. The employee shall contact a Union representative and review their schedule with the Union representative. The Union representative may schedule an appointment with the Executive Director or designate to discuss the schedule.

Subject to client confidentiality the Employer agrees to have the relevant information available to facilitate the discussion.

## **10.12 Minimum Meal Break**

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

## **10.13 Callback Compensation**

An employee who is called back to work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. A callback occurs after an employee returns home from their last client visit of the day and before their next scheduled client visit. For the sake of clarity, a callback does not occur if the Employer is adding a client visit to an already scheduled workday for an employee.

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

## **10.14 Exchange of Shifts**

Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange scheduled shifts, where operational requirements permit, and there is no increase in cost to the Employer.

# **ARTICLE 11 – OVERTIME**

## **11.01 Definitions**

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

## **11.02 Overtime Compensation**

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

## **11.03 Form of Compensation**

Compensation for overtime shall be paid on the same pay as the pay period in which the overtime is worked.

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

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

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

#### **11.05 Hours Worked**

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

### **ARTICLE 12 – TRAVEL**

#### **12.01 Reimbursement**

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

Effective April 1, 2011 - \$14.56 per diem

Effective April 1, 2012 - \$15.50 per diem

These increases are retroactive to the dates indicated.

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

(c) Home Outside the Area

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

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

**12.02 Meal Allowances**

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

**12.03 Reporting Kilometres for Biweekly Reimbursement**

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

**12.04 Transporting of Students**

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

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

**13.01 Labour/Management Consultation Committee**

The Employer and the Union agree to maintain a Labour/Management Consultation Committee with no more than three (3) members from each of the Employer and the Union.

This Committee shall be comprised of the Executive Director and/or designates, and the Local Union President and other members of the Bargaining Unit as appointed or elected by the Local. The President of the Local and the Executive Director shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members.

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

An agenda shall be developed and circulated by the Chairperson of the upcoming meeting at least forty-eight (48) hours prior to each meeting. Matters of discussion shall include concerns about staffing, geographic districts or regions, orientation, issues re: workload, scheduling, transfers, reassignment, and challenges created by short-term or long-term absences.

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

The Committee shall be responsible for:

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

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

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

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

## **ARTICLE 14 - PAID HOLIDAYS**

### **14.01 Paid Holidays**

The paid holidays designated for employees shall be:

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

### **14.02 Holidays for Employees Listed in Appendix "B"**

- (a) Subject to operational requirements, employees listed in Appendix "B" shall be granted each holiday designated in Article 14.01 on the actual day of the holiday and shall receive holiday pay of eight (8) paid hours for each holiday.

- (b) Subject to operational requirements, if any of the above holidays fall on a Saturday or Sunday, the employees listed in Appendix “B” shall be granted the same day off as is observed by Provincial Government employees.

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

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

### **14.04 Exception**

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

### **14.05 Compensation for Employees**

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

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

Subject to operational requirements, the Employer shall endeavour to provide employees other than those listed in Appendix “B” with either Christmas Day or New Year’s Day off, unless mutually agreed otherwise. Subject to operational requirements, employees scheduled to work Christmas Day in one year shall not be scheduled to work Christmas Day in the following year. **Members willing to work holiday will notify the employer two weeks prior to a holiday.**

### **14.07 Holiday Bank**

Holidays may be banked up to 40 hours and paid out upon two weeks written notice.

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

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



## **14.09 Holiday Availability List**

Prior to March 31 of each year, employees shall notify the Employer in writing of the holidays for which they are willing and available to accept work. Subject to Article 10.03, the Employer shall offer work on a holiday to such available employees with the most seniority.

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

## **ARTICLE 15 – VACATIONS**

### **15.01 Annual Vacation Entitlement**

- (a) An employee listed in Appendix “B” shall be entitled to receive annual vacation leave with pay on the following basis:
  - (i) during the first seven (7) years of service at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each month of service; (that is, 15 days)
  - (ii) each year after seven (7) years of service, but less than fifteen (15) years of service at the rate of one and three-quarter ( $1\frac{3}{4}$ ) days for each month of service; (21 days)
  - (iii) each year after fifteen (15) years of service at the rate of two and one-twelfth ( $2\frac{3}{4}$ ) days for each month of service; (33 days)
- (b) An employee not listed in Appendix “B” shall be entitled to receive unpaid annual vacation leave on the following basis:
  - (i) during the first seven (7) years of service at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each month of service; (that is, 15 days)
  - (ii) each year after seven (7) years of service, but less than fifteen (15) years of service at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days for each month of service; (20 days)
  - (iii) each year after fifteen (15) years of service, but less than twenty-five (25) years of service, at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) days for each month of service; (25 days)
  - (iv) each year after twenty-five (25) years of service at the rate of two and one-half ( $2\frac{1}{2}$ ) days for each month of service; (30 days)

- (c) An employee other than those listed in Appendix “B” shall be entitled to receive annual vacation pay on the following basis:
  - (i) during the first seven (7) years of service, at the rate of five point eight per cent (5.8%) of regular hours paid.
  - (ii) each year after seven (7) years of service, but less than fifteen (15) years of service at the rate of seven point seven per cent (7.7%) of regular hours paid.
  - (iii) each year after fifteen (15) years of service, but less than twenty-five (25) years of service, at the rate of nine point six per cent (9.6%) of regular hours paid.
  - (iv) each year after twenty-five (25) years of service at the rate of eleven point six (11.6%) of regular hours paid.

#### **15.02 Vacation Year**

The vacation year shall be April 1 to March 31.

#### **15.03 Vacation Carryover**

Subject to prior written approval of the Employer and due to special circumstances, an employee may carry over up to five (5) days' vacation from one vacation year to the next. In any one year, the Employer, may limit the number of employees permitted to carry over vacation in accordance with this provision. In such circumstances, the Employer shall give preference to employees with greatest length of seniority. Vacation credits not used or carried over by the end of the vacation year shall be paid out to the employee.

#### **15.04 Employee Compensation Upon Termination**

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

#### **15.05 Vacation Scheduling**

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.
- (b) The employee shall advise the Employer in writing of vacation preference before February 1<sup>st</sup> in each year.
- (c) **Based on operational requirements, the employer will endeavor to schedule each member with less than 7 years of service with a**

**minimal of 1 week vacation not wait listed. Employees with 7 years or more service with a minimal of two weeks of vacation not wait listed.**

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

#### **15.06 Employee Request**

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

#### **15.07 Unbroken Vacation**

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

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

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

If an employee becomes ill during a period of vacation and such illness is supported to the Employer's satisfaction by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and her vacation credit shall be restored to the extent of the sick leave. **Replacement Vacation days must be approved by the Agency Director.**

#### **15.09 Vacation Bank**

Earned vacation credits (stated in hours) shall be banked for each employee and paid out following receipt of reasonable written notice from the employee on her timesheet by March 31<sup>st</sup> of each fiscal year.

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

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

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

- (a) that the employee is not otherwise receiving pay for that day; and
- (b) that the employee satisfies the Employer of the employee's condition; and
- (c) that the employee has sufficient sick leave credits.

An employee shall be required to provide a medical certificate for absences of more than five (5) days, and may be required to do so for absences of less than five (5) days where circumstances warrant.

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

Each employee shall accumulate sick leave credits at the rate of one and one-half (1 1/2) day for each calendar month of work for the Employer up to a maximum accumulation of one hundred and twenty-five (125) days.

### **16.03 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer.

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

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

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

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

## **ARTICLE 17 - EDUCATION**

### **17.01 Education and Training**

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

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

#### **(b) Discretionary**

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

### **17.02 Orientation**

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

### **17.03 Education Needs**

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

### **17.04 Changes in Job Requirements**

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

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

### **18.01 Workers' Compensation**

The parties agree that the provision of the Workers' Compensation Act shall apply to employees injured at work. For the application of this provision exclusively, the parties agree that travel from the employee's home to client homes, and from client homes to the employee's home is work arising out of and in the course of the employee's employment.

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

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits, provided that the employee

makes acceptable arrangements with the Employer for payment of her share of the benefit premiums, up to a maximum of twelve (12) months.

- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accumulate vacation credits to a maximum of that which the employee would normally earn during one (1) year of employment.

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

### **19.01 Rates of Pay**

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

**April 1, 2012 – 2.0%**

**April 1, 2013 – 2.5%**

**April 1, 2014 – 3.0%**

### **19.02 Payment of Wages**

Wages shall be paid bi-weekly.

### **19.03 New Classification**

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

### **19.04 Evening Premiums**

All employees shall receive an evening premium for all regular hours worked between 6:00 p.m. and 6:00 a.m.

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

### **19.05 Weekend Premiums**

An employee shall receive a week-end premium for all regular hours worked between midnight Friday and midnight Sunday, effective as follows:

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

## ARTICLE 20 - LEAVE OF ABSENCE

### 20.01 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the employer notice as per Article 20.01 (d). The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (d) A pregnant employee shall provide the employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (e) Where notice as required under Article 20.01 (d) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

### 20.02 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.



- (c) Should an employee become ill arising out of her pregnancy prior to the commencement of her pregnancy leave or during her pregnancy leave, she shall be granted sick leave pay in accordance with the provisions of Article 16.

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

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

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

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

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b)
  - (i) When an Employee reports for work upon the expiration of the period referred to in Articles 20.01 or 20.03 she shall resume work in the same position she held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave. That is, she shall be scheduled in accordance with Article 10.03 or 10.04 even if it means reassigning client visits from the most junior employee(s).
  - (ii) During the period of leave, the Employer will pay its agreed portion of the benefit plan premiums if the employee chooses to pay her share of the agreed portion of the deductions.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority credits and service for the duration of the leave and her service and seniority shall be deemed to be continuous.

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

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

#### **20.06 Pregnancy/Birth Allowance**

- (a) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two

(2) week waiting period, less any other earnings received by the Employee during the benefit period;

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

## **20.07 Parental and Adoption Leave Allowance**

- (a) An Employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the

two (2) week waiting period, less any other earnings received by the Employee during the benefit period;

- (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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

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

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

- (a) engage in and facilitate the Employee's personal preventative medical or dental care; or
- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted leave with pay up to a maximum of forty

(40) hours per annum. The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

- (c) In the case of preventative medical and dental care for an employee's spouse, child, parent, whether or not living with the employee, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required, the employee may be granted, after notifying the Employer, approval to access leave credits provided for pursuant to 16.02. The Employer may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

## **20.09 Bereavement Leave**

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of regular pay for a period of five (5) working days commencing midnight after the death. Immediate family is defined as father, mother, step-parent, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, step child, grandparent, great grandparent or grandchild of the employee, and a relative who is a ward of the employee or with whom the employee permanently resides. In the event that the funeral for an immediate family member does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.
- (b) Employees shall be entitled to leave without loss of regular pay a maximum of three (3) working days in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew of the employee, or grandparents of the spouse of the employee.
- (c) The foregoing entitlement is subject to the proviso that proper notification is made by the employee to the Executive Director or delegated official.
- (d) If an employee is on vacation, sick leave, or other paid leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation, sick leave, or other leave credits.

## **20.10 Court Leave**

- (a) Leave of absence without loss of pay shall be given to an employee other than an employee on leave of absence without pay or under suspension, who is required:

- (i) to serve on a jury; or
- (ii) by subpoena or summons to attend as a witness in any proceeding for an employment-related matter 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 20.10 (a) or with pay pursuant to Article 20.10 (b) shall have deducted from her salary an amount equal to the amount of money she receives for such duty.

### **20.11 Special Leave**

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

### **20.12 Leave for Emergency**

Where operational requirements permit, employees may be granted leave of absence with pay up to two (2) days for a critical condition which requires the employees personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when she is normally off duty. Such leave shall be debited against sick leave credits.

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

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

the absent time as unpaid; or deduct the absent time from accumulated overtime, holiday time or vacation.

## **20.14 Compassionate Care Leave**

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

- the spouse of the employee,
- a child of the employee or a child of the Employee's spouse,
- a parent of the employee,
- the spouse of a parent of the employee, or
- any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code

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

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

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

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

## **ARTICLE 21 - BENEFIT PLANS**

### **21.01 Group Plan**

The Employer shall provide the Group Benefits Plan which existed prior to the signing of this Collective Agreement to all members of the bargaining unit. The Employer agrees to cost share the premiums of the Group Benefit Plan on the basis of 65% Employer paid and 35% employee paid for those employees listed in Appendix "B" and Appendix "C". For all other employees, the Employer agrees to cost share the premiums of the Group Benefit Plan on the basis of 65% Employer paid and 35% employee paid, except for the Dental Plan for which the premiums shall be cost shared on the basis of 50% Employer paid and 50% employee paid.

### **21.02 Pension Plan**

The Employer agrees to provide the Pension Plan which existed prior to the signing of this Collective Agreement, to all employees in the bargaining unit, with contributions to be made on the basis of six percent (6%) of salary by both the Employer and the employee for those employees listed in Appendix "B" and Appendix "C", and on the basis of five percent (5%) of salary for both the Employer and the employee for all other members of the bargaining unit.

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

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

The employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7.

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

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

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

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



## **ARTICLE 23 - JOB POSTING**

### **23.01 Casual Employees**

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

### **23.02 Non-Bargaining-Unit Vacancy or New Position**

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

## **ARTICLE 24 – LAYOFF**

### **24.01 Exceptions**

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

### **24.02 Layoff**

An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.

### **24.03 Union Consultation**

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an employee(s).

### **24.04 Layoff Procedure**

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

### **24.05 Notice of Layoff**

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Three (3) weeks notice of layoff shall be sent by the Employer to the Union and the employee (s) to be laid off, except where a greater period of notice is provided for under (c) below.

- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, six (6) weeks' notice of layoff shall be sent by the Employer to the Union and employees to be laid off.

#### **24.06 Recall Procedure**

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

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

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

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

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

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

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

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

## ARTICLE 25 - RE-OPENER

### 25.01 Change in Agreement

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

## ARTICLE 26 - NOTICE OF RESIGNATION

### 26.01 Notice of Resignation

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

### 26.02 Withdrawal of Resignation

An employee who has terminated her employment through resignation may withdraw her resignation within one (1) week of the time it has been acknowledged by the Agency Director in accordance with Article 26.01

## ARTICLE 27 – UNIFORM

### 27.01 Provision of Protective Clothing

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

### 27.02 Uniform Allowance

The Employer shall provide each employee up to seventy-five dollars (\$75.00) per fiscal year for clothing **and/or footwear**, the same to be reimbursed on a receipt basis only.

## ARTICLE 28 - TERM OF AGREEMENT

### 28.01 Duration and Renewal of Agreement

- (a) **This Agreement shall be in effect for a term beginning from April 1, 2012 to March 31, 2015 After March 31, 2015 this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party within two (2) month period preceding the date of expiry of the agreement.**

- (b) Except for Appendix "A" or unless specifically provided otherwise in the Agreement, the terms of this Agreement shall become effective from the date of ratification by the Union (**March 11, 2014**). Employees who have left the Employer since April 1, 2012 shall be entitled to retroactive pay if they apply in writing for such retroactivity within thirty (30) days of the date of signing of this agreement

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

## **28.02 Future Legislation**

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

## **ARTICLE 29 - SUCCESSOR RIGHTS**

### **29.01 Successor Rights**

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

- (a) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (b) The successor employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale; and
- (c) In the event that the transfer of business results in the intermingling of the employees covered by this agreement with other employees of the successor employer, the successor employer shall insure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling; and
- (d) No employee shall suffer a loss of employment or a break or interruption of employment as a result of the sale or transfer.

**29.02 No Liability**

Northside Homemakers Service Society shall not be liable or responsible for any breach of this collective agreement by a successor employer.

**29.03 Full-Time Employees**

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

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

IN WITNESS WHEREOF the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Northside Homemakers Service Agency

Nova Scotia Government and General Employees Union

\_\_\_\_\_  
Hector DiPersio, Chair, Board of Directors

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

\_\_\_\_\_  
Dave Guy, Board Member

\_\_\_\_\_  
Donnie MacNeil, Chief Negotiator

\_\_\_\_\_  
Norma Blinkhorn, Agency Director

\_\_\_\_\_  
Patricia Devoe  
Bargaining Committee Member

\_\_\_\_\_  
Mary Luker  
Bargaining Committee Member

\_\_\_\_\_  
Deborah Nicholson  
Bargaining Committee Member

## APPENDIX "A" - HOME SUPPORT SALARY SCALES

### Home Support Worker

<b>Effective Date:</b>	<b>April 1, 2012</b>	<b>April 1, 2013</b>	<b>April 1, 2014</b>
Probationary Rate	<b>\$16.44</b>	<b>\$16.85</b>	<b>\$17.36</b>
Regular Rate	<b>\$17.00</b>	<b>\$17.43</b>	<b>\$17.95</b>

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

### Availability Pay

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

In recognition of such requirements, each employee shall receive effective April 1, 2007 an availability pay of twenty-six cents (\$0.26) per hour for all hours paid. This provision shall be adjusted on April 1, 2008 to twenty-seven cents (\$0.27) per hour for all hours paid and on April 1, 2009 the rate shall be twenty-seven cents (\$0.27) per hour for all hours paid.

Effective April 1, 2010, Availability Pay will be incorporated into the probationary and regular wage rate.

**APPENDIX “B” – LISTED HOME SUPPORT WORKERS**

Linda Yorke	Jan Vickers
Nina Finnigan	Susan Hodder
Wendy Boyd	Wanda Hayden
Annette Gordon	Linda Podetz
Ann Marie Stewart	Dorothy Ingraham
Theresa MacGillivray	Sandra Theriault
Tracy Groves	Dave Porter
Mary Luker	Amy MacDonald
Lori Brewer	Angie Barry
Heather Billard	Gwen Jessome
	Lori Gouthro

**NOTES:**

Linda Yorke shall not be subject to the scheduling provisions of Article 10.04, but instead shall be scheduled Monday to Friday, eight (8) hours per day between 7:00 am and 5:00 pm, inclusive of two (2) fifteen (15) minute paid breaks at the end of the shift and exclusive of a one-half (0.5) hour unpaid lunch break scheduled between 11:30 am and 2 pm.

When Someone Leaves Employment:

The number of Appendix B employees shall remain at 20.

Any new members who go into Appendix B other than those already listed shall have the same benefits as those already listed with the exception of scheduling. New Appendix B members shall be scheduled every second weekend off, but shall work on both Saturday and Sunday of their weekend to work.

The next 12 people listed below other than Appendix B who have been getting every second weekend off shall continue to receive this, operational requirements permitting. People below this will get one (1) weekend off in four, operational requirements permitting. As the 12 people leave this group they will not be replaced with every second weekend off. Everyone other than Appendix B and the 12 listed below shall get one weekend off in four, operational requirements permitting.

1. Tanya O’Toole	7. Joanne Pyke
2. Michelle Jackman	8. Gordon Hancock
3. Karen Vickers	9. Deborah Nicholson
4. Brenda MacDonald	10. Janice McLaughlin
5. Florence Campbell	11.
6. Patricia Devoe	12.

**APPENDIX “C” – LISTED HOME SUPPORT WORKERS  
RE PENSION AND BENEFITS**

Tanya Hoeg  
Karen Boutilier  
Michelle Jackman  
Brenda MacDonald  
Florence Campbell  
Patricia Devoe  
Joanne Pyke



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**Nova Scotia Government and General Employees Union**

**AND**

**Northside Homemakers Service Society**

RE: Travel Reimbursement

This MOA will apply to NorthSide Homemakers Service Society, referred to as the agency in the following. The Nova Scotia Government and General Employees Union will be referred to as the Union

This MOA will be in effect on the ratification date of the collective agreement for the period of April 1<sup>st</sup>/2012 – March31/2015.

The Agency will pay employees for travel reimbursement as per Article 12.01 (a) as written below, this will not affect any changes on the other sections of article 12 ( or any other articles ) of the collective agreement.

(a) For travel in providing client services, an employee shall be paid for travel with their personal vehicle the per diem rate per working day increases as follows;

Effective April 1, 2012	\$15.50 per working day
Effective April 1, 2013	\$15.79 per working day

Per diem rates will increase on an annual basis equal to the percentage increase set by the Provincial Civil Service Agreement. If the annual rate is a decrease, the per diem rate will stay unchanged until future increase(s) surpasses that deficit.

The parties agree to amend this MOA to allow it to be added to the collective agreement during future negotiation between the Agency and the Union.

\_\_\_\_\_  
Northside Homemakers Service Society

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nova Scotia Government and  
General Employees Union

\_\_\_\_\_  
Date