

Collective Agreement

Between

**the INVERNESS COUNTY HOME SUPPORT SOCIETY
(Hereinafter referred to as the "Employer")**

And

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

April 1, 2023 to March 31, 2026

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS	1
1.01 Definitions	1
ARTICLE 2 – RECOGNITION	2
2.01 Bargaining Agent Recognition	2
2.02 No Interference with Union Activity.....	2
2.03 Mutual Agreements.....	2
ARTICLE 3 - UNION DUES - CHECK OFF	2
3.01 Deduction of Union Dues	2
3.02 Notification of Deduction	3
3.03 Remittance of Union Dues.....	3
3.04 Revenue Canada Tax Form	3
3.05 Liability.....	3
ARTICLE 4 - NO DISCRIMINATION	3
4.01 No Discrimination and Personal Harassment.....	3
4.02 No Discrimination for Union Activity.....	3
ARTICLE 5 - MANAGEMENT RIGHTS	4
5.01 Management Rights	4
5.02 Consistent Application.....	4
5.03 Referral to Grievance and Arbitration	4
ARTICLE 6 - UNION BUSINESS.....	4
6.01 Leave Without Pay.....	4
6.02 Notification to Employer	5
6.03 Annual Meeting.....	5
6.04 Contract Negotiations	5
6.05 Recognition, Rights and Duties of Stewards.....	6
6.06 No Loss of Service, Seniority or Benefits	6
ARTICLE 7 - GRIEVANCE AND ARBITRATION	6
7.01 Grievance Procedure	6
7.02 Policy Grievance	7

7.03	Sexual Harassment and Personal Harassment	7
7.04	Referral to Arbitration	7
7.05	Arbitration Procedure	7
7.06	Arbitration Award.....	8
7.07	Arbitration Expenses	8
ARTICLE 8 - DISCIPLINE AND DISCHARGE		8
8.01	Entries to Files	8
8.02	Just Cause	8
8.03	Notification	9
8.04	Right to Grieve Other Disciplinary Action.....	9
8.05	Right to Have Steward Present.....	9
8.06	Drug or Alcohol Dependency.....	9
ARTICLE 9 - INFORMATION		9
9.01	Copies of Agreement.....	9
9.02	Letter of Appointment.....	10
9.03	Seniority List	10
9.04	Personnel Files.....	10
9.05	Evaluation Reports	10
ARTICLE 10 - HOURS OF WORK		10
10.01	Normal Hours of Work	10
10.02	Breaks	11
10.03	Meal Breaks	12
10.04	Weekends	12
10.05	Reduced Hours of Work	12
10.06	Maximum Hours	12
10.07	Minimum Rest Period.....	12
10.08	Schedule of Work Assignments	13
10.09	Client Cancellation - Downtime.....	13
10.10	Extra or Additional Work.....	14
10.11	Changes in Numbers Needed for Particular Time Frame.....	14
10.12	Callback Compensation	15
ARTICLE 11 – OVERTIME		15
11.01	Definitions.....	15

11.02 Overtime Compensation	15
11.03 Overtime Allocation	17
ARTICLE 12 – TRAVEL	16
12.01 Reimbursement	16
ARTICLE 13 - PAID HOLIDAYS	16
13.01 Paid Holidays	16
13.02 Holiday Coinciding with a Day of Vacation	17
13.03 Exception	17
13.04 Compensation for Time Worked on a Holiday	17
13.05 Christmas or New Year's Day Off	17
13.06 Holiday Time Pay Bank	17
13.07 Religious Day in Lieu	18
ARTICLE 14 – VACATIONS	18
14.01 Annual Vacation Entitlement	18
14.02 Vacation Year	19
14.03 Vacation Carryover	19
14.04 Employee Compensation Upon Separation	19
14.05 Vacation Scheduling	19
14.06 Unbroken Vacation	20
14.07 Illness During Vacation	20
ARTICLE 15 - SICK LEAVE	20
15.01 Sick Leave Defined	20
15.02 Amount of Sick Leave	21
15.03 Sick Leave Records	21
15.04 Employee to Inform Employer	21
15.05 Medical Certificate	21
15.06 Information Regarding Recovery	21
ARTICLE 16 - PAYMENT FOR CERTIFICATES AND EXAMINATIONS	21
16.01 Payment for Medical Certificates and Examinations	21
ARTICLE 17 - EDUCATION AND TRAINING	22
17.01 Education and Training	22
17.02 Orientation	22
17.03 Changes in Job Requirements	22

ARTICLE 18 - WORKERS' COMPENSATION.....	23
18.01 Workers' Compensation	23
18.02 Workers' Compensation Supplement and Benefits.....	23
ARTICLE 19 - ALCOHOL AND DRUG DEPENDENCY.....	24
19.01 Support for Rehabilitation	24
ARTICLE 20 - LEAVE OF ABSENCE	24
20.01 Pregnancy Leave	24
20.02 Pregnant Employee Rights	26
20.03 Parental Leave.....	26
20.04 Rights of Employees on Pregnancy or Parental Leave.....	27
20.05 Leave for Birth of Child	28
20.06 Leave for Family Illness and Family/Personal Business	28
20.07 Leave for Medical & Dental Appointment	28
20.08 Bereavement Leave	29
20.09 Court Leave	29
20.10 Special Leave	30
20.11 Leave for Emergency.....	30
20.12 Education Leave	30
20.13 Leave for Storm or Hazardous Conditions	31
20.14 Compassionate Leave	31
20.15 Domestic Violence Leave	32
ARTICLE 21 - BENEFIT PLANS	32
21.01 Group Benefit Plan.....	32
21.02 Pension Plan.....	32
21.03 No Changes Without Agreement.....	32
ARTICLE 22 - HEALTH AND SAFETY	33
22.01 Safety and Health Provisions	33
22.02 Occupational Health and Safety Act	33
22.03 Joint Occupational Health and Safety Committee.....	33
22.04 First-Aid Kits	34
22.05 Right to Refuse Work and Consequences of Refusal.....	34
22.06 No Discrimination	34
22.07 First-Aid and CPR Training.....	34

22.08 Staff Meetings	34
ARTICLE 23 - JOB POSTING	34
23.01 Job Posting	34
23.02 Time Limits for Filling Vacancies	35
23.03 Conversion of casual employee to part-time employee.....	35
23.04 Non-bargaining-unit vacancy or new position.....	35
ARTICLE 24 - LAYOFF AND RECALL	35
24.01 Exceptions	35
24.02 Layoff.....	35
24.03 Union Consultation	35
24.04 Layoff in Reverse Order of Seniority	36
24.05 Notice of Layoff.....	36
24.06 Recall in Order of Seniority	36
24.07 No New Employees	36
24.08 Loss of Seniority	36
ARTICLE 25 - RE-OPENER	37
25.01 Change in Agreement	37
ARTICLE 26 - NOTICE OF RESIGNATION	37
26.01 Notice of Resignation.....	37
26.02 Withdrawal of Resignation	37
ARTICLE 27 - UNIFORM ALLOWANCE.....	37
27.01 Provision of Protective Clothing or Allowance	37
ARTICLE 28 - WAGES AND CLASSIFICATIONS	37
28.01 Rates of Pay.....	37
28.02 Biweekly payment of wages	38
28.03 Acting Pay.....	38
28.04 New Classification.....	38
28.05 Evening Premium	39
28.06 Weekend Premium	39
ARTICLE 29 - TERM OF AGREEMENT.....	39
29.01 Duration, Renewal, and Effective Date of Agreement	39
29.02 Future Legislation.....	39

ARTICLE 30 - SUCCESSOR RIGHTS	40
30.01 Successor Rights.....	40
30.02 No liability	40
APPENDIX "A" - WAGES AND CLASSIFICATIONS	42
APPENDIX "B" - LISTED EMPLOYEES.....	43
MEMORANDUM OF AGREEMENT #1	44
MEMORANDUM OF AGREEMENT #2	45

PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as to provide for 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

For the purposes of this Agreement:

"Agreement" - means the Collective Agreement between the Inverness County Home Support Society and the Nova Scotia Government and General Employees Union.

"Bargaining unit" - is the unit for collective bargaining covering all persons employed by the Inverness County Home Support Society as home support workers or schedulers.

"Casual Employee" - means a person who is assigned on an ad hoc basis as required to perform work that could not be assigned in accordance with Article 10 including unforeseen client demands and deficiencies in the schedule. Once a Casual Employee has accepted a shift, the Casual is obligated to work. Casual shifts can be cancelled by the Employer.

A Casual Employee shall receive an additional 6 % of their straight time pay in lieu of benefits (e.g., vacation, holidays, sick time, etc.) under this Collective Agreement.

"Employee" - means a person employed as a home support worker or as a scheduler on a full-time, ~~or~~ regular part-time, **or casual basis in the bargaining unit.**

"Employer" - means the Inverness County Home Support Society.

"Probationary period" – a period not to exceed eight hundred (800) hours paid. The probationary period may be extended by written agreement between the Employer and the Union for an additional one hundred (100) hours.

"Seniority" - shall be defined as the length of continuous employment dating from the last date of hire within the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.

"Service" - means the total number of regular hours paid to an employee from the most recent date of hire with the Employer, and includes regular hours worked (including direct client care, travel, paid breaks, allotted time for administrative tasks), designated paid holidays, paid vacation, paid sick leave and paid leaves of absence. One year of service equals two thousand and eighty (2,080) hours paid. "Spouse" shall include common-law partners including same sex.

"Union" - means the Nova Scotia Government and General Employees Union.

"Union representative" – means any person designated by the Union.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the bargaining agent for all persons employed by the Employer as home support workers and other persons falling within the bargaining unit as described in Certification Order L.R.B. 4545.

2.02 No Interference with Union Activity

Neither the Employer, nor any of its supervisory employees, shall, in any way, attempt to persuade any employee to refrain from becoming an officer or representative of the Union, or from exercising lawful rights as a member of the Union.

2.03 Mutual Agreements

Except as provided in this Agreement, no employee shall be required or permitted 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

3.03 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, 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 and Personal Harassment

The Union and the Employees support a workplace free of discrimination. Neither the Employer, nor any person acting on behalf of the Employer, shall discriminate against any Employee, because of the grounds defined in the *Human Rights Act* nor by reason of membership or activity in the Union.

The Employer shall provide and the Union and Employees shall support a workplace free from personal or sexual harassment and any other harassment based on the protected absolute grounds set out in the above paragraph. In any discussion between employees/Union or Employer respect for the other shall be maintained.

4.02 No Discrimination for Union Activity

- (a) The Employer agrees that there shall be no discrimination with respect to any employee by reason of membership or activity in the Union.

- (b) In any discussion between employees/Union or Employer respect for the other Party shall be maintained.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage Inverness County Home Support Society under its control and to direct the workforce is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

5.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of the Collective Agreement.

5.03 Referral to Grievance and Arbitration

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 6 - UNION BUSINESS

6.01 Leave Without Pay

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

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

- (f) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld. If requested in writing by the Union, the Employer shall continue to pay the 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 salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

6.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the members of the Board of Directors and Bargaining Unit Negotiating Council and any other committee members, i.e. stewards, Occupational Health and Safety, Labour-Management in writing.

6.03 Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Agency Director 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 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 Agency Director shall grant special leave with pay for two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

6.05 Recognition, Rights and Duties of Stewards

An employee may have the assistance of a Union representative in all matters relating to labour relations between the Union and the Employer. The Employer recognizes the Union's right to select stewards and 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 **their** alternate, shall obtain the permission of **their** immediate supervisor or designate before leaving ~~her~~ **their** work to perform **their** duties as a steward. Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming **their** normal duties, the steward shall notify **their** supervisor.

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 Agency 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 **their** steward present at such a discussion. The Agency Director or **their** designate shall answer the dispute within two (2) days of the discussion, unless the Union agrees to extend this time limit.
- (b) Step 2 - If the dispute is not resolved orally at Step 1, the employee or the Union on **their** behalf shall submit a written grievance to the Agency Director or **their** designate within five (5) days of Step 1 and the Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within ten

(10) days after the meeting. Such meeting may be waived by mutual agreement.

- (c) Step 3 - If the dispute is not resolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the receipt of the response at Step 2
- (d) Time limits in this grievance procedure are mandatory, unless modified by written mutual consent of the parties.
- (e) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits established in this Article may be altered by the written mutual consent of the parties.

7.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Step 1 may be bypassed. A policy grievance (Union or Employer) must be filed within the time limits set out in Step 1. The requirement for a meeting between the Parties shall be as per Step 2 herein.

7.03 Sexual Harassment and Personal Harassment

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

7.04 Referral to Arbitration

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

7.05 Arbitration Procedure

The single arbitrator shall render a decision in as short a time as possible.

7.06 Arbitration Award

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

7.07 Arbitration Expenses

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

7.08 Voluntary Mediation Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour, Skills and Immigration.

It is agreed that if voluntary mediation is utilized neither party shall be deemed to have waived its right to proceed to arbitration unless the parties have agreed that voluntary mediation recommendations shall be binding upon the parties.

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 **their** probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause. The Employer shall not be required to establish just cause for discipline or discharge of a probationary employee.

8.03 Notification

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

8.04 Right to Grieve Other Disciplinary Action

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

8.05 Right to Have Steward Present

- (a) An employee shall have the right to have **their** steward or Union representative present at any meeting if the employee suspects it will be disciplinary. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee at least twenty-four (24) hours in advance, in order that the employee may contact **their** steward or Union representative so that the employee can appropriately prepare for the meeting.
- (b) A steward shall have the right to consult with a Union Representative and to have a local Union Representative present at any disciplinary meeting.

8.06 Drug or Alcohol Dependency

Before disciplinary or other 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.

ARTICLE 9 - INFORMATION

9.01 Copies of Agreement

The Employer agrees to **make available an electronic version of the** Collective Agreement.

9.02 Letter of Appointment

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

9.03 Seniority List

An updated seniority list shall be emailed to all employees on April 15 each year and an electronic copy shall be provided to employees and the Union as requested.

9.04 Personnel Files

Upon the written authority of an employee and with appropriate notice, the President of the Union, or **their** designate, shall be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance. Employees shall have access to their personnel file as so requested in writing two (2) weeks prior to access.

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. Provision shall be made for an employee who disagrees with the appraisal to then provide a written response to be affixed to **their** appraisal in **their** personnel file. 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

Full-time and Part-time Home Support Workers (HSWs) shall be assigned an availability block in which their designated guaranteed hours of work will be

scheduled. The availability block for HSWs shall include two (2) hours more per day than the number of the HSW's guaranteed hours.

Such hours of work are inclusive of client time, break time, travel time between clients, and time spent in meetings as called by the Employer scheduled in accordance with their level of guarantee. HSWs will be scheduled subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the HSW is available and possesses the required skills, abilities, and qualifications to meet the needs of the client(s).

The designated time frame may be adjusted by the Employer based on operational requirements. It is the intention of the parties that designated time frames will not be adjusted on a daily or weekly basis. HSWs will be paid based on their biweekly guaranteed hours.

Full Time Home Support Workers:

Full Time HSWs will be guaranteed eighty (80) hours per bi-weekly pay period.

Full Time HSWs shall be guaranteed eight (8) hours per day within an established ten (10) hour period per day of availability "availability block". Or any other number of hours per day as may be agreed between the Employer and the Union.

The availability block for such HSWs shall include two (2) hours more per day than the number of the HSW's guaranteed hours.

Part Time Home Support Workers:

Part Time HSWs will be regularly scheduled hours in accordance with their letter of designation over the bi-weekly pay period and shall be less than the standard hours of work of a Full-time Employee as set out in Article 10.01.

The availability block for part-time HSWs shall include two (2) hours more per day than the number of the HSW's guaranteed hours.

10.02 Breaks

- (a) An employee who works three (3) hours or more – but fewer than six hours – on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break.

- (b) An employee who works six (6) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks.
- (c) An employee who works nine (9) 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.

10.03 Meal Break

An employee who works eight (8) hours or more on a day shall receive a paid meal break of thirty (30) minutes in addition to the paid breaks identified in Article 10.02.

10.04 Weekends

HSWs shall normally be scheduled to work weekends. HSWs will be scheduled a minimum of every second weekend off, except where there is a mutual agreement between the Employer and an HSW to work more weekends. If there is an operational ability to offer more weekends off, it will be done by seniority.

10.05 Reduced Hours of Work

When an employee returns from a leave of absence or from extended sick leave, WCB, LTD, etc., without at least two (2) week advance notice (full health clearance two (2) week in advance of the return date may be required in appropriate circumstances) to the Employer, the Employer will make best efforts to fulfill the guarantee of the employee during the two (2) week period following the receipt of the notice but will not be obligated to top-up the employee for hours not worked.

10.06 Maximum Hours

No employee shall be regularly scheduled for more than twelve (12) hours per day, or for more than forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.

10.07 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) An employee shall be provided with a minimum of twelve (12) hours off between arriving at home after their last client visit of the day and leaving home for their first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

10.08 Schedule of Work Assignments

- (a) Employees will be assigned work subject to reasonable consideration of the geographic 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).
- (b) Where the employee's daily assignments are less than the hours of work in their level of guarantee, the employee shall, at the earliest opportunity:
 - (i) indicate their availability to scheduling, and;
 - (ii) accept alternate assignments; or
 - (iii) with the Employer's approval, take the time not worked off without pay, or;
 - (iv) with the Employer's approval, use available vacation or Holiday time.
- (c) Where the employee is not otherwise assigned sufficient hours of work required to meet their guarantee the employee will check their email or their mobile device, or utilize any other method as determined by the Employer for communicating directly for assignments at the start of their shift, at the end of each assignment as well as every fifteen (15) minutes during each period of down time (excluding break) for possible assignment of replacement visits.
- (d) Employees will check their email and daily assignment prior to the ending of their shift.
- (e) No Employee may turn back or refuse a work assignment that would put them less than 15 minutes beyond their designated guaranteed hours of work.

10.09 Client Cancellations – Downtime

Where there is a client cancellation the HSW shall, at the earliest opportunity, indicate their availability to schedulers and accept alternate assignments,

office work or with the Employer's approval, take the time not worked off without pay or use vacation or Holiday time for the time not worked. Where the HSW is not otherwise scheduled for their full guaranteed hours the HSW is expected to check their mobile device for assignments throughout their designated availability timeframe.

10.10 Extra or Additional Work

Part time HSWs shall indicate to the Employer, in the manner determined by the Employer, their willingness to be assigned to additional or extra work beyond their guaranteed hours and/or their availability block no less than seven (7) days in advance of the schedule being posted. HSWs shall be classified as "available" or "not available" and changes to an HSW's availability shall be made to the Employer in writing. Subject to operational requirements such a request shall not be unreasonably denied. Where an employee is unwilling and/or unavailable for offers of extra work, such events will be tracked by the Employer and may as a result alter or remove the employee from their indicated availability. Extra availability may be reinstated upon the Employer being satisfied that the employee will be available.

Extra hours shall be scheduled to part time employees on the basis of seniority where the part timer has worked less than eighty (80) hours in the bi-weekly period.

The Employer shall then offer any additional extra hours to Casual Employees if there are no part time employees available.

Relief shifts are deficiencies that occur after the schedule is posted. The employer shall first offer relief shifts to part-time employees who have are not scheduled for eighty (80) hours in a bi-weekly pay period. If there are no part-time employees willing to work the relief shift then the relief shift shall be offered to casual employees.

10.11 Changes in Number Needed for Particular Time Frame

Where operational requirements dictate a change in the number of employees required for a particular time frame, preference will be given to the most senior employees interested in the new time frame. If there is not sufficient interest in the new time frames, the position(s) will be assigned to the most junior employee. The Employer will provide at least 21 days' notice to any employee being assigned into a new time frame.

10.12 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 or the applicable overtime rate for the period worked, whichever is greater. A callback occurs after an employee returns home from their last client visit of the day and before 6:00 am the following day.

A callback does not occur where the client assignment is continuous with the employee's regularly scheduled client assignments for the day or where the client assignment falls within approved extra availability for Part Time employees, or where the client assignment is accepted by the employee during their regularly scheduled day even where the client assignment is not continuous with the employee's regularly scheduled client assignments for the day.

ARTICLE 11 – OVERTIME

11.01 Definitions

- (a) "overtime" means authorized work in excess of an employee's regular work week of forty-two (42) hours a week or in excess of twelve (12) hours in a day. For the purpose of this Article, overtime applies when more than forty-two (42) hours a week of authorized work is performed or where more than twelve hours in a day is performed. Work excludes unworked time that is paid by the Employer.
- (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 they work.

11.03 Overtime Allocation

Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) To allocate overtime work on a fair and equitable basis among qualified employees; and
- (b) To give employees who are required to work overtime as much advance notice of this requirement.

ARTICLE 12 – TRAVEL

12.01 Reimbursement

- (a) For travel in providing client services, all employees shall be paid effective April 1, 2015 fifteen dollars and ninety-nine cents (\$15.99) per scheduled working day, or forty four point twenty-three (\$0.4423) cents per km, whichever the employees chooses. Beginning April 1, 2016, the rates shall be further adjusted by the Provincial Civil Service rates. The daily rate shall be similarly adjusted by the percentage rate applied to the kilometre rate. Effective April 1, 2019, the kilometre rate shall be forty-five point eight five (\$0.4585) cents per km. Effective November 14, 2019, the daily rate shall be adjusted to seventeen dollars and fifty cents (\$17.50).
- (b) Employees shall advise the employer on an annual basis of their choice of per diem or per kilometer as reimbursement for travel.
- (c) Travel in providing client services includes travel between clients, travel for administrative tasks, travel in excess of twelve (12) km for each trip from home to a client visit, and for travel in excess of twelve (12) km for each trip from a client visit to home.

The Provincial Civil Service rate which is in effect on April 1, 2015 and any changes subsequent to April 1, 2015 shall be made to the mileage rate hereunder during the term of this Collective Agreement.

- 12.02** All employees must maintain required insurance and a valid driver's license. Additionally, employees must tender written proof upon request.

ARTICLE 13 - PAID HOLIDAYS

13.01 Paid Holidays

The paid holidays for employees shall be

- | | |
|-------------------|---|
| 1. New Year's Day | 7. First Monday in August |
| 2. Heritage Day | 8. Labour Day |
| 3. Good Friday | 9. National Day for Truth and Reconciliation |
| 4. Easter Monday | 10. Thanksgiving Day |
| 5. Victoria Day | 11. Remembrance Day |
| 6. Canada Day | 12. Christmas Day |
| | 13. Boxing Day |

14. any day proclaimed by the municipality or province or Federal government as a holiday.

Holidays to be worked will be determined by the Employee's rotation subject to Article 10.

Full-time and Part-time employees shall receive holiday pay to a maximum of eight (8) hours pay for each of the holidays defined in Article 13.01 pro-rated according to their guaranteed hours.

13.02 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave, and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation 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 **their** scheduled working day immediately preceding and **their** scheduled working day immediately following the designated holiday. Time off without pay for Union business is excluded from this clause.

13.04 Compensation for Time Worked on a Holiday

Part-time, and Full-time employees required to work on any of the holidays defined in Article 13.01, **they** shall be paid, in addition to **their** holiday pay, at the rate of one and one half times (1.5 X) **their** regular rate for hours worked on that day.

Casual Employees who work on a holiday will be paid at the rate of one and one half times (1.5x) their regular rate for hours worked on that day.

13.05 Christmas or New Year's Day Off

Each employee not listed in Appendix "B" shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

13.06 Holiday Time Pay Bank

- (a) **Full and Part Time Employees may request to bank Holiday Pay to be scheduled off at a time mutually agreed between the Employee and Employer. If the time is not taken before the end of the calendar year the bank will be paid out.**

- (b) A Full-time or Part-time Employee whose regularly scheduled day of work falls on a holiday, may request to take the holiday off. The Employee will put such requests in writing to the Employer by January 15th of each year. Requests received by January 15th will be granted in order of seniority. The Employer will respond in writing by March 1st. Requests received after January 15th for Employees who are scheduled to work on a holiday will be granted based on a first come first serve basis.
- (c) Requests for vacations will be given priority to requests for Holidays.
- (d) If fewer employees are required to work on a Holiday than were scheduled, then such additional Holidays will be offered off in order of seniority.
- (e) The holiday time pay bank shall not exceed a total of forty (40) hours. Any time in excess of forty (40) hours will be paid out.

13.07 Religious Day in Lieu

An Employee who is entitled to time off with pay in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day may take such time with pay in lieu at a time that permits them to observe a holy day of their own faith. The Employee shall advise their immediate management supervisor in writing of their desire to take such day(s) off in lieu as soon as possible but before February 1st in each year and the immediate management supervisor will endeavor to grant the request where operations requirements permit.

ARTICLE 14 – VACATIONS

14.01 Annual Vacation Entitlement

Home Support Workers shall accumulate vacation leave with pay credits as follows:

- (a) during the first eight (8) years of service at the rate of one (1) hour for each seventeen and three-tenths (17.3) hours paid to a maximum accumulation of one hundred and twenty (120) hours;
- (b) each year after eight (8) years of service but less than fifteen (15) years of service at the rate of one (1) hour for each thirteen (13.0) hours paid to a maximum accumulation of one hundred and sixty (160) hours;

- (c) each year after fifteen (15) years of service but less than twenty-five (25) years of service at the rate of one hour for every ten and four-tenths (10.4) hours paid to a maximum accumulation of two hundred (200) hours, and
- (d) each year after twenty-five (25) years of service at the rate of one hour for every eight and two-thirds (8.667) hours paid to a maximum accumulation of two hundred and forty (240) hours.

14.02 Vacation Year

The vacation year shall be January 1 to December 31.

14.03 Vacation Carryover

An employee may carry over up to ten (10) days' vacation up to March 31 of the following vacation year. Vacation credits not used or carried over by the end of the vacation year shall be paid out to the employee.

14.04 Employee Compensation Upon Separation

An employee, upon **their** separation from the Employer, shall be compensated for vacation leave to which **they are** entitled.

14.05 Vacation Scheduling

- (a) The Employer will make all reasonable efforts to accommodate the wishes of an employee for vacation leave.
- (b) Employees shall make requests in writing by **January 15th** and the Employer shall respond in writing by **February 15th** indicating whether or not the employee's vacation request is authorized. If the request is not authorized, the employee may ask that the vacation request be wait listed in case of future change (s) or cancellation (s), which would enable the Employer to grant the request.
- (c) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with the greatest length of seniority. An electronic version of the authorized vacation schedule will be provided to employees, if requested after **February 15th**

- (d) Requests for vacation leave made after **January 15th** shall be subject to operational requirements. The Employer will confirm such vacation requests as soon as possible and within three (3) weeks of receipt of the request.

14.06 Unbroken Vacation

Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee **their** request to enjoy **their** vacation entitlement in a single unbroken period of leave, except that an employee shall not be granted in excess of three (3) consecutive weeks, or in excess of two (2) weeks during the months of June, July and August, or in excess of three (3) days for the period of December 21 to January 5, inclusive.

Notwithstanding the above, requests for vacation in excess of two (2) weeks in June, July and August or in excess of three (3) days for the period December 21, to January 5, inclusive may be granted if all other employees have had their vacation requests for June, July and August approved or in excess of three (3) days for the period December 21 to January 5, inclusive. Preference for requests for such additional leave shall be given to employees with the greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

14.07 Illness During Vacation

If an employee becomes ill during a period of vacation and the 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 **their** vacation credit shall be restored to the extent of the sick leave.

ARTICLE 15 - SICK LEAVE

15.01 Sick Leave Defined

- (a) 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 **their** position because of illness or injury, provided that the employee is not otherwise receiving pay for that day and provided that the employee has sufficient sick leave credits.
- (b) For the sake of clarity, sick leave pay shall be equal to the amount that the employee would have been paid had **they** been able to perform the duties of **their** position. This amount includes hours of work as defined in Article 10.01.

15.02 Amount of Sick Leave

Each employee listed in Appendix "B" shall be granted two and one-half (2.5) days of sick leave per month with pay for each calendar month of work for the Employer up to a maximum accumulation of one hundred and fifty (150) days. Each employee not listed in Appendix "B" shall be granted twenty (20) hours of sick leave with pay per one hundred and seventy-three (173) hours paid to a maximum accumulation of one thousand two hundred (1,200) hours.

15.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer and made available to the employees on their pay stub.

15.04 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of **their** inability to report to work because of illness or injury. The employee shall inform the Employer in advance of the date of **their** return to work. The date of return shall be subject to regular scheduling. Every employee who reports in sick shall be treated with courtesy and respect.

15.05 Medical Certificate

An employee who is off sick for three (3) or more consecutive days shall provide a medical certificate, if requested by the Employer.

15.06 Information Regarding Recovery

The Employer reserves the right to require medical certification and/or a prognosis of an employee's recovery as it relates to the employee's ability to provide regular and reasonable attendance at work and to meet the requirements of the position. Cost for certification and/or prognosis will be paid by the Employer. The Employer will not unreasonably exercise its rights to obtain medical documentation from employees, keeping in mind employees' confidentiality.

ARTICLE 16 - PAYMENT FOR CERTIFICATES AND EXAMINATIONS

16.01 Payment for Medical Certificates and Examinations

Where, pursuant to this Agreement, an employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be

responsible for paying the full costs of any such examinations, medical certification forms or reports.

ARTICLE 17 - EDUCATION AND TRAINING

17.01 Education and Training

- (a) The Employer recognizes that continuous education is of benefit to the agency, staff and clients.
- (b) The Employer will continue to make available appropriate training programs to enable employees to perform present and future duties more effectively. The cost of these training programs shall be borne by the Employer, if required by the Employer.
- (c) The Employer shall cover the full cost of travel, meals and lodging for these courses/training, refreshers, updates, etc. Time spent in such training shall be considered to be time worked. Time spent in such training greater than four (4) hours shall be considered to be seven (7) hours worked if work is not scheduled to fill this seven (7) hour period. The total of training time and scheduled work (if any) during this seven (7) hour period shall be seven (7) hours worked.
- (d) If the Employer cancels or shortens a workshop or training session, employees shall suffer no loss of regular pay for the day(s) of the workshop or training session. The Employer may assign client visits to such employees during the time period of the cancelled workshop or training session.

17.02 Orientation

New staff will be given an orientation to the Agency and its policies and procedures, during orientation the Local 39 representatives at the office will be given 20 minutes to meet new members.

17.03 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. Such time shall be considered as regular hours paid.

ARTICLE 18 - WORKERS' COMPENSATION

18.01 Workers' Compensation

Employees injured during working hours are covered by Workers' Compensation. No employee shall have **their** employment terminated as a result of absence from work with a compensable accident.

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-injury 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 **their** 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 **their** share of the benefit premiums. In no case shall the Employer be required to cost share the benefits for a period longer than six (6) months from the onset of the WCB period. This shall not determine the employee's eligibility to participate in the plans.
- (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 year of employment.

ARTICLE 19 - ALCOHOL AND DRUG DEPENDENCY

19.01 Support for Rehabilitation

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

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the employer notice as per Article 20.01 (d). The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (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 **they** will begin **their** 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;
 - (i) 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 **their** leave or **their** return to work.
- (f) (i) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that **they have**

applied for, and **are** 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.).

- (ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) 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 **their** 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;
 - (2) 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 **their** 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.
- (ii) 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 **their** classification on the date immediately preceding the commencement of **their** 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.
- (iii) 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.
- (iv) The Employer will not reimburse the Employee for any amount **they are** required to remit to Human Resources Development Canada, where **their** annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

20.02 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of **their** 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 **their** ability to work.
- (c) Should an employee become ill arising out of **their** pregnancy prior to the commencement of **their** pregnancy leave or during **their** pregnancy leave, **they** shall be granted sick leave pay in accordance with the provisions of Article 15.

20.03 Parental Leave

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty-four (34) weeks in addition to the leave provided for in Article 20.01(a).
- (b) (b) An employee who becomes a parent of one or more children through the placement of a child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to seventy-eight (78) weeks. Only one placement will be considered no matter how many children are adopted and simultaneously placed in the home.
- (c) The leave referred to in Articles 20.03 (a) and 20.03 (b) shall be given at any time during the period between the date of arrival at home or placement in the home of a child and seventy-eight (78) weeks following those dates.
- (d) Parental/Adoption Leave Allowance
 - (i) An Employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that **they have** applied for and **are** 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.

- (ii) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) 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 their 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;
 - (2) 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 **their** 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.
- (iii) 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 **their** classification on the day immediately preceding the commencement of the parental or 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.
- (iv) 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.
- (v) The Employer will not reimburse the Employee for any amount **they** are required to remit to Human Resources Development Canada where **their** annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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) When an employee reports for work upon the expiration of the period referred to in Articles 20.01 or 20.03 **they** shall resume work in the same position **they** held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave. That is, **they** shall be scheduled in accordance with Article 10.03, even if it means reassigning client visits from the most junior employee(s). During the period of leave, the Employer will pay the agreed portion of the benefit plans if the employee chooses to pay **their** 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 for the duration of the leave and **their** seniority shall be deemed to be continuous.

20.05 Leave for Birth of Child

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

20.06 Leave for Family Illness and Family/Personal Business

In case of appointments for family business, family illness, or personal business, the employee shall be granted, upon approval, after notifying ~~her~~ **their** Agency Director or designate, leave with pay up to twenty-four (24) hours per annum.

20.07 Leave for Medical & Dental Appointment

This provision is not applicable to a casual employee

- i) An employee is entitled to a maximum of thirty two (32) hours of paid leave per calendar year (pro-rated based on FTE) to engage in personal preventative medical and dental care.
- ii) Medical and/or Dental appointments should be scheduled outside of the employee's regular working hours where possible.
- iii) Except in Emergency situations where shorter notice may be required the employee must give at least one week notice to their Supervisor or designate.
- iv) The Employer may require proof of the need for such leave as considered necessary
- v) Leave for medical or dental appointments shall be limited to the time required to attend the appointment plus reasonable travel time.
- vi) Such leave shall be deducted from sick credits.

20.08 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be entitled to leave with pay for a period of five (5) consecutive working days **commencing midnight following the death. If a death occurs in the immediate family of an employee when the employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's scheduled shift for that day.** Immediate family is defined as father, mother, step-parent, **(step) brother, (step) sister,** spouse, child of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child or ward of the employee, grandparent, great grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Employees shall be entitled to leave with pay for one (1) day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece or nephew of the employee, grandparents, or great grandparents of the spouse of the employee.
- (c) An employee shall notify the Agency Director or delegated official as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.
- (d) If an employee is on vacation or sick leave at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to **their** vacation or sick leave credits.
- (e) An employee shall be entitled to leave without loss of pay or benefits for up to a maximum of four (4) hours to attend the funeral of a client who has been under the employee's care.
- (f) **The employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral.**

20.09 Court Leave

- (a) Leave of absence without loss of earnings shall be given to every employee other than an employee on a leave of absence without pay or suspension, who is required:
 - (i) to serve on a jury; or
 - (ii) by subpoena or summons to attend as a witness in any proceeding held:

- (1) in or under the authority of a court; or
 - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it
- (b) Where an employee notifies the Employer in advance, where possible, that **they are** required to serve in court on a day other than a regularly scheduled work day as a result of the functions the employee fulfills on behalf of the Employer, the time spent shall be considered time worked.
- (c) The employee given leave of absence with pay pursuant to Article 20.09 (a) shall have deducted from **their** salary an amount equal to the amount of money **they** receive for such duty.

20.10 Special Leave

The Employer, at its sole discretion subject to operational requirements may grant to an employee:

- (a) special leave without pay or benefits, for such a period as the Employer deems circumstances warrant.
- (b) special leave with pay for reasons other than those covered under Article 20.01 to 20.09 inclusive, and for such period as it deems circumstances warrant. Where special leave is granted with pay, such pay shall be deducted from vacation entitlement.

20.11 Leave for Emergency

Employees shall be granted leave of absence without pay up to two (2) days for a critical condition which requires **their** personal attention and which cannot be attended to by the employee at a time when **they are** normally off duty.

20.12 Education Leave

Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto. Leaves of absence for education purposes shall not be unreasonably denied.

20.13 Leave for Storm or Hazardous Conditions

During severe storm conditions the Agency Director shall determine whether or not the Agency shall be closed or service shall be suspended in a particular region. In such an event, employees shall suffer no loss of pay or benefits.

Time lost by an employee as a result of absence or lateness due to storm conditions or because an employee finds it necessary to seek permission to leave prior to the end of their regular shift may be:

- (a) made up by the employee at a time agreed upon between the employee and the Employer; or**
- (b) on request by the employee, paid from the employee's holiday, or vacation bank.**
- (c) deemed to be leave without pay.**

20.14 Compassionate 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.

20.15 Domestic Violence Leave

An employee is entitled to a leave of absence if the employee or a child of the employee (under 18) experiences domestic violence. The terms of the leave shall be in accordance with the provisions of the *Labour Standards Code*.

<https://novascotia.ca/lae/employmentrights/docs/LabourStandardCodeGuide.pdf>

ARTICLE 21 - BENEFIT PLANS

21.01 Group Benefit Plan

The Employer will continue to participate in the Group Benefit Plan, which existed at the coming into force of this Agreement. The Employer agrees to pay one hundred per cent (100%) of the total premium cost for all employees listed in Appendix "B" and the Employer agrees to pay sixty-five per cent (65%) of the total premium cost for all employees not listed in Appendix "B" who meet the eligible criteria of the Group Plan.

21.02 Pension Plan

Employees will participate in the NSHEPP Pension Plan.

21.03 No Changes Without Agreement

No changes will be made in the Pension Plan or the Group Benefit Plan without the consent of the Employer and the Union.

ARTICLE 22 - HEALTH AND SAFETY

22.01 Safety and Health Provisions

The Employer shall continue to make and enforce provisions for the occupational safety, health and security of employees. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

22.02 Occupational Health and Safety Act

The Employer, Union and employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c7 (the Act), as amended from time to time. Any breach of the employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

22.03 Joint Occupational Health and Safety Committee

- (a) The Employer agrees to provide a Joint Occupational Health and Safety Committee comprised of equal representation of the Union and the Employer.
- (b) The Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. The Committee shall meet as often as required. Minutes of the meetings will be kept and copies distributed to all Committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- (c) The Committee's responsibilities will include performing any duties provided for in this Collective Agreement, or as the Union and Employer may from time to time assign to the committee.
- (d) An employee who is a member of the Committee is entitled to time off from work with pay as is necessary to attend meetings of the Committee, to take any training prescribed by the Occupational Health and Safety Act and regulations, and to carry out the employee's functions as a member of the Committee.
- (e) Time spent pursuant to Article 22.03(d) shall be considered to be time worked.

22.04 First-Aid Kits

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

22.05 Right to Refuse Work and Consequences of Refusal

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

22.06 No Discrimination

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

22.07 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.

22.08 Staff Meetings

The Employer will hold at least two (2) bi-annual meetings to discuss CCA workplace concerns including Client Care.

ARTICLE 23 - JOB POSTING

23.01 Job Posting

- (a) When a new position or vacancy is created within the bargaining unit, the Employer shall distribute written notice of such new position or vacancy to all employees.
- (b) The notice of vacancy shall indicate:
 - (i) the classification of the position;
 - (ii) the work unit and the location to which the position is regularly assigned;

23.02 Time Limits for Filling Vacancies

The Employer shall make all reasonable efforts to fill vacancies in regular positions within one (1) month of the posting of the regular position.

23.03 Conversion of casual employee to part-time employee

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

23.04 Non-bargaining-unit vacancy or new position

- (a) When a new position or vacancy is created outside the bargaining unit, the Employer shall distribute written notice of such new position or vacancy to all employees.
- (b) If such a position or vacancy can be filled with a qualified bargaining unit employee who applies for the position or vacancy, the Employer shall not award the position to a person outside the bargaining unit.

ARTICLE 24 - LAYOFF AND RECALL

24.01 Exceptions

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

24.02 Layoff

An employee may be laid off because of technological change, shortage of work or funds or because of the discontinuance of a function or the reorganization of a function. No Home Support Worker shall be laid off or have hours reduced in order to assign work to continuing care assistants.

24.03 Union Consultation

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

24.04 Layoff in Reverse Order of Seniority

Employees shall be laid off in reverse order of seniority.

24.05 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and the employee (s) who is/are to be laid off, except where a greater period of notice is provided for under (c) below.
- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, eight (8) weeks' notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off.

24.06 Recall in Order of Seniority

Employees shall be recalled in reverse order of layoff.

24.07 No New Employees

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

24.08 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is laid off for more than eighteen (18) months without recall;
- (d) the employee is absent from work for a period of greater than one (1) year, subject to Article 20.10 herein.

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 **their** employment, **they** 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. The Agency Director shall acknowledge by letter the receipt of the resignation within five (5) days.

26.02 Withdrawal of Resignation

An employee who has terminated **their** employment through resignation may withdraw **their** resignation within five (5) days of the time it has been acknowledged by the Agency Director in accordance with Article 26.01.

ARTICLE 27 - UNIFORM ALLOWANCE

27.01 Provision of Protective Clothing or Allowance

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

ARTICLE 28 - WAGES AND CLASSIFICATIONS

28.01 Rates of Pay

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

- i. Increase of 3% on April 1, 2023;
- ii. Increase of 0.5% on March 31, 2024;
- iii. Increase of 3% on April 1, 2024;
- iv. Increase of 2% on April 1, 2025;

Step Adjustments

Effective March 31, 2025, an additional step will be added to the top of scale of the pay grade of CCA/HSW and Uncertified CCAs, the step will be 2.5% and will be available to Employees after 5 years of service with the Employer in the classification.

Effective March 31, 2026, an additional step will be added to the top of scale of the pay grade of CCA/HSW and Uncertified CCAs, the step will be 2.5% and will be available to Employees after 6 years of service with the Employer in the classification.

Scheduler

Step adjustments are not available for the classification of Scheduler (but the classification will receive the economic adjustment as per above.

Effective April 1, 2024 before the application of the economic adjustment a classification adjustment of an additional of eighty cents \$0.80 per hour will apply to the scheduler classification.

Availability Pay

The existing availability pay for HSW/CCA and CCA will be increased by the economic adjustments but will not be included in the calculation of the step adjustments.

After the additional steps are added, the availability pay will be added to the wage rates for all steps including the After year 5 and After year 6.

28.02 Biweekly payment of wages

Wages shall be paid biweekly.

28.03 Acting Pay

Where an employee is designated to perform for a temporary period of three (3) or more consecutive days the principal duties of a higher position, ~~she~~ **they** shall receive the wages of the higher position, including for the three (3) days.

28.04 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.

28.05 Evening Premium

An employee shall receive a premium of **\$2.35** per hour for all hours worked, including overtime hours worked between 6:00 pm and 6:00 am.

- (a) Increase to **\$4.00 per hour effective April 16, 2025.**

28.06 Weekend Premium

An employee shall receive a weekend premium of **\$2.35** per hour for all hours worked between midnight on Friday and midnight on Sunday.

- (a) Increase to **\$4.00 per hour effective April 16, 2025.**

ARTICLE 29 - TERM OF AGREEMENT

29.01 Duration, Renewal, and Effective Date of Agreement

- (a) The term of this Agreement shall be from the date of April 1, **2023** to March 31, **2026** and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.
- (b) Unless otherwise provided, the terms of this Agreement shall become effective from the beginning of the first full pay period following the date of ratification by the Union. Wages shall become effective as set out in Appendix "A". Employees who have left the Employer since April 1, 2015 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.
- (c) All retroactive payments will be paid to employees within 45 days after employer receiving funding.

29.02 Future Legislation

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

- (b) Any part of this Agreement that is so altered or invalidated as per Article 29.03 (a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

ARTICLE 30 - SUCCESSOR RIGHTS

30.01 Successor Rights

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

- (a) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (b) The successor employer shall ensure that the employment of all employees in the bargaining unit shall continue without break or interruption;
- (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.
- (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.
- (e) No employee shall suffer a loss of employment as a result of a merger.

30.02 No liability

Inverness County Home Support Society shall not be liable or responsible for any breach of this collective agreement by a successor employer.

IN WITNESS WHEREOF the parties have executed this Agreement the 5th day of June, 2025.

Inverness County Home Support Society

Angela MacEachern
Steffen Mark

Nova Scotia Government and General Employees Union

Cory MacKinnon
Jean MacLeod
Terese MacPherson
Arlene Ragan

APPENDIX "A" - WAGES AND CLASSIFICATIONS

INVERNESS COUNTY HOME SUPPORT SERVICES

			% Increase: 3.00%	% Increase: 0.50%	% Increase: 3.00%	New Year 5 Increase: 2.50%	% Increase: 2.00%	New Year 6 Increase: 2.50%
Classification		Expired Hourly Rate	Apr.01-23 Hourly Rate	Mar.31-24 Hourly Rate	Apr.01-24 Hourly Rate	Mar.31-25 Hourly Rate	Apr.01-25 Hourly Rate	Mar.31-26 Hourly Rate
Home Support Worker Certified CCA (meets criteria)	Probationary Rate	\$21.7932	\$22.4470	\$22.5592	\$23.2360	\$23.2360	\$23.7007	\$23.7007
	Regular Rate	\$23.6275	\$24.3363	\$24.4580	\$25.1917	\$25.1917	\$25.6955	\$25.6955
	After 5 Years*					\$25.8215	\$26.3379	\$26.3379
	After 6 Years**							\$26.9963
	Availability Rate (in addition to above)	\$ 0.5506	\$0.5671	\$0.5700	\$0.5871	\$0.5871	\$0.5988	\$0.5988

* Effective March 31, 2025 additional step will be added for employees after 5 years of service with the Employer in the classification.

** Effective March 31, 2026 additional step will be added for employees after 6 years of service with the Employer in the classification.

			% Increase: 3.00%	% Increase: 0.50%	% Increase: 3.00%	New Year 5 Increase: 2.50%	% Increase: 2.00%	New Year 6 Increase: 2.50%
Classification		Expired Hourly Rate including availability Rate 0.05506	Apr.01-23 Hourly Rate	Mar.31-24 Hourly Rate	Apr.01-24 Hourly Rate	Mar.31-25 Hourly Rate	Apr.01-25 Hourly Rate	Mar.31-26 Hourly Rate
Uncertified CCA (Does not meet criteria)*	Probationary Rate	\$20.4161	\$21.0286	\$21.1337	\$21.7677	\$21.7677	\$22.2031	\$22.2031
	Regular Rate	\$21.1034	\$21.7365	\$21.8452	\$22.5006	\$22.5006	\$22.9506	\$22.9506
	After 5 Years**					\$23.0484	\$23.5094	\$23.5094
	After 6 Years***							\$24.0820

* Please note the rates for uncertified CCA's have an availability pay embedded with in the rates above.

** Effective March 31, 2025 additional step will be added for employees after 5 years of service with the Employer in the classification.

*** Effective March 31, 2026 additional step will be added for employees after 6 years of service with the Employer in the classification.

Note: In recognition of the unique nature of the home support industry including the need to travel between diverse client locations, working independently at client specific locations and to respond to last minute schedule changes where staff may be required to be available for a period of unpaid time during a shift (subject to the collective agreement), commencing April 1, 2009 at the rate of \$0.272 per hour for all hours paid, each employee has received availability pay.

In recognition of such requirement, each employee receives an additional \$0.10 per hour for all hours paid effective April 1, 2020 and another additional \$0.15 per hour for all hours paid effective March 31, 2021, which are included in the pay scales above and shall now be called flexibility pay.

			% Increase: 3.00%	% Increase: 0.50%	Economic Adjustment \$0.80	% Increase: 3.00%	% Increase: 2.00%
Classification		Expired Hourly Rate	Apr.01-23 Hourly Rate	Mar.01-24 Hourly Rate	Apr.01-24 Hourly Rate	Apr.01-24 Hourly Rate	Apr.01-25 Hourly Rate
Home Support Worker - Scheduler	Regular Rate	\$22.7561	\$23.4388	\$23.5560	\$24.3560	\$25.0867	\$25.5884

APPENDIX "B" - LISTED EMPLOYEES

Janet Harper

The following arrangements will apply to the employee listed in this memorandum:

Holidays

Subject to operational requirements, employees listed shall be granted each holiday designated in Article 13.01 on the actual day of the holiday and shall receive holiday pay to a maximum of eight (8) paid hours pro-rated to their guaranteed hours.

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

Night and Evening Assignments

The employees on this list will not be required to work night assignment unless they volunteer.

The employees on this list will not be regularly scheduled to work evening assignments unless they volunteer.

Weekends

Unless there is a mutual agreement to work more, these employees will be guaranteed 3 weekends off in 4:

MEMORANDUM OF AGREEMENT #1

Re: Casual

The Employer Presents this MOA subject to the Parties reaching agreement with respect to Article 10 – Hours of Work and a Transition MOA dealing with the introduction of “standard shifts”.

Whereas the parties are transitioning Casuals to a percentage (%) in lieu entitlement they are agreed as follows:

- Any Casual who indicates via an expression of interest, within 30 days from the date of ratification, that they will accept a Regular position in accordance with the “Transition to Guaranteed Hours MOA” will maintain their current (Vacation and Sick Banks) and these banks will continue to accrue in accordance with current practices. This will occur until such time they are offered a Regular Position in accordance with the Transition to Guaranteed Hours MOA. When an employee accepts a position as a part of this transition then their banks will be ported to their regular position.
- Any Casual Employee who indicates that they wish to remain a casual employee and will not take a regular position will have their existing Vacation banks paid out to them by December 31, 2025 in accordance with the Employers regular vacation payout process.
- Any Casual Employee who indicates they wish to remain a casual employee and will not take a regular position will have their Sick bank eliminated effective the date of signing.
- Effective date of signing all Casuals will receive 6% in lieu of all other benefits for all hours worked.

MEMORANDUM OF AGREEMENT #2
Re: Transitional to Guaranteed Hours

The Union and Employer are committed to provide more regular work schedules for employees, in an effort to improve work life balance, by adopting a guaranteed hours arrangement for Home Support Employees. The parties recognize that implementing guaranteed hours in accordance with Article 10 will require significant work force planning and may result in operational strain and increased costs for the Employer. The parties are committed agreeing to a transition plan that will maintain the operational viability of the Employer. It is understood that the employer's agreement to the Article 10 (Hours of Work) is contingent on a transition plan being agreed upon by the parties.