

# **COLLECTIVE AGREEMENT**

between

**Northwood Homecare Incorporated**  
(Hereinafter referred to as the "Employer")

and

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

**Expiry Date: March 31, 2026**

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

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## **PREAMBLE**

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 the settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either party alleges that the Agreement has been violated.

## **ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS\***

### **1.01 Definitions\***

**“Agreement”** - means the Collective Agreement between Northwood Homecare Incorporated and the Nova Scotia Government and General Employees Union.

**“Bargaining unit”** - is the unit for collective bargaining described by the Labour Relations Board covering all persons employed by Northwood Homecare Incorporated as home support workers and homemakers and includes casual home support workers and homemakers.

**“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. A Casual Employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

**“Employee”** - means a member of the bargaining unit.

**“Employer”** – means Northwood Homecare Incorporated.

**“Full-Time Employee”** - is an employee who is regularly scheduled to work the eighty (80) hours in each two (2) week pay period as indicated in Article 10.00.

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

**“Part-Time Employee”** - is an employee who is scheduled to work less than eighty (80) hours in each two (2) week pay period as indicated in Article 10.00. A Part-Time Employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

**“Probationary period”** – means a period not to exceed nine hundred and ten (910) hours worked.

**“Regular Hours Paid”** means hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation leave, paid holiday leave, paid sick leave, unpaid Union leave reimbursed by the Union as provided in Article 6 and any other paid leaves for which an employee is compensated by the Employer to a maximum of 2080 hours.

**“Seniority”** - means the length of continuous employment dating from the most recent date of hire as an employee in the bargaining unit with the Employer or earlier if so indicated in the employee’s status letter issued following the signing date of this agreement.

**“Service”** – For each employee, service means the length of continuous employment dating from the last date of hire with the Employer or earlier if so indicated in the employee’s status letter issued following the signing date of this Agreement.

**“Spouse”** – means a legal marriage partner or a common-law spouse or a live-in partner who has been identified to the Employer in writing at the time the benefit is being sought or as required by third-party benefit plans. This includes a same-sex partner for purposes of Bereavement Leave, Leave for Family Illness, and benefit plans which extend coverage to same-sex partners.

**“Trainee”** – means a person in the process of training as a Home Support Worker who works under the supervision of a bargaining unit employee. Trainees are not members of the bargaining unit.

**“Union”** – means the Nova Scotia Government and General Employees Union (NSGEU).

**“Union representative”** – means any person designated by the Union.

\* **“Geographic Regions”**\* – means the service area of the Employer (Halifax County and the County of West Hants) divided into the following areas:

Region A - Clayton Park, North Halifax, South Halifax, St. Margaret’s Bay, Spryfield.

Region B - **Bedford/Fall River/Enfield, Sackville, Beaverbank/Mount Uniacke, Windsor, Upper Musquodoboit.**

Region C - Sheet Harbour, Musquodoboit Harbour, Chezzetcook, Porter’s Lake, Cole Harbour and Preston.

Region D - **North Dartmouth, Central Dartmouth, South Dartmouth.**



**The boundaries of geographical regions may be changed by the Employer for operational requirements upon giving the Union 30 working days notice.**

## **1.02 Gender**

The provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

## **ARTICLE 2- RECOGNITION**

### **2.01 Bargaining Agent Recognition**

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

### **2.02 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**

No employee shall be required or permitted to make any written or oral agreement with the Employer, its representatives or the employee's immediate management supervisor, which is contrary to the terms of this Agreement.

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

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

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the 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\***

- (a) 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. At this time, particulars identifying each employee and the deductions made on the employee's behalf will be provided and 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.
- (b) Where operationally feasible, the Employer endeavors to provide the following information and endeavors to provide it in electronic form:
  - i. the name of each employee
  - ii. the corresponding appointment status of each employee
  - iii. the corresponding amount of dues remitted on behalf of each employee

Unless an individual employee directs in writing to the Employer not to provide the Union with **their** address within 90 days of signing this Agreement, the Employer endeavors to provide the Union the last known address of each Union member within a reasonable period of time following 90 days after the signing of this Agreement. Upon hire and except where the new employee directs in writing not to provide **their** address, the Employer endeavors to provide the Union with the new employee's last known address.

### **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 Religious Exclusions**

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Union dues provided they make a contribution equal to said Union dues to some recognized charitable cause.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer agrees that there shall be no discrimination against any employee on any grounds established in the Human Rights Act, S.N.S. 1991, c12. These grounds include: age; race; religion; creed; sex; sexual orientation; physical

disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

#### **4.02 No Discrimination for Union Activity**

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

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.01 Management Rights**

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage Northwood Homecare Incorporated 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.

### **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 **Elected Union Official**;

- (f) as registered delegates to travel to and attend the Annual Meeting of the Union;
- (g) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld. If requested in writing by the Union, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

## **6.02 Notification to Employer**

The Union shall notify the Employer of the names 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, Union-Management in writing.

## **6.03 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer will adjust the schedules of such representatives and grant special leave with pay (not to exceed eight hours per day) for three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union.

## **6.04 Recognition, Rights and Duties of Stewards\***

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

The Employer recognizes the Union's right to select stewards and alternates to represent employees in each of the 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 **their** work to perform **their** duties as a steward.

Leave for this purpose shall be without loss of regular pay and shall not be unreasonably withheld, except that time spent at meetings with the Employer regarding grievances or disciplinary matters shall be paid and shall be considered time worked. On resuming **their** normal duties, the steward shall notify **their** supervisor.

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

While on leave for union business pursuant to Article 6, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business where the Union reimburses the Employer the cost of such benefits pursuant to Article 6.01.

## **6.06 New Employees**

During the orientation of newly hired employees, the Employer will allow up to thirty (30) minutes for a representative of the local union to speak with newly hired employees.

# **ARTICLE 7 – INFORMAL DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION\***

## **7.01 Informal Dispute Resolution\***

Should a dispute arise during the term of this agreement, such dispute will be resolved in the following manner:

The dispute shall be discussed with the employee's immediate supervisor within twenty-five (25) days after the date on which the employee first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the dispute. The aggrieved employee shall have the right to have **their** steward present at such a discussion. The immediate supervisor shall confirm with the employee that the dispute is raised pursuant to this Article 7.01 and shall answer the dispute within five (5) days (unless the Union agrees to extend this time limit) and confirm such answer in writing.

## **7.02 Grievance Procedure**

- (a) **Step 1** - If the dispute relates to the interpretation, application, or administration of this Agreement ("Grievance") and has been addressed but not resolved during the Informal Dispute Resolution process under Article 7.01, the employee or the Union on their behalf may submit a written grievance to the Manager or designate within ten (10) days of the answer from the employee's immediate supervisor under Article 7.01, who shall respond in writing within ten (10) days after the grievance is submitted.
- (b) **Step 2** - If the grievance is unresolved at Step 1, the Union may refer the grievance to the CEO or designate within ten (10) days of the Step 1 response and the Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time. The CEO or designate shall respond in writing within ten (10) days

following the meeting or after the grievance is submitted where such meeting is waived by mutual agreement.

- (c) **Step 3** - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the receipt of the response at Step 2.
- (d) The time limit for filing a dispute under Article 7.01 is mandatory. Other time limits are directory.
- (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.

### **7.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, the Informal Dispute Resolution process may be bypassed and the grievance filed at Step 2.

### **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 7.02 (c), the appointment shall be made by the Provincial Minister of Labour.

### **7.05 Arbitration Procedure**

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

### **7.06 Arbitration Award\***

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

### **7.07 Arbitration Expenses**

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

## **7.08 Sexual Harassment and Personal Harassment**

Complaints of sexual harassment and personal harassment may be filed by the aggrieved employee and/or the Union as per the grievance procedure and shall be treated in strict confidence by both the Union and the Employer. Where the complaint involves the employee's immediate supervisor, the grievance may be filed by the aggrieved employee and/or the union at Step 2 of the grievance procedure.

## **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.

### **8.03 Notification**

When an employee is discharged, or suspended without pay, the Employer shall within forty-eight (48) hours notify the employee in writing by registered mail or personal delivery and shall within ten (10) days notify the Union in writing, stating the reason for the discharge or the suspension without pay. Grievances relating to dismissal and suspension shall be filed at Step 2 of the grievance procedure within twenty-five (25) week days of the Union receiving notice.

### **8.04 Purging Files\***

Notice of any disciplinary action, other than formal employee appraisals, shall be removed from the employee's file after the expiration of **two (2)** years from the date it was issued, provided there have not been any further infractions.

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

- (a) An employee shall have the right to have **their** steward or Union representative present at any disciplinary meeting. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee of the subject of the meeting in advance of the meeting (where feasible at least twenty-four hours advance notice) in order

that the employee may contact **their** steward or Union representative, provided that this does not result in any undue delay of the appropriate action being taken.

- (b) A Steward shall have the right to consult with a Union Representative and to have a local Union Representative present at any disciplinary meeting, provided this does not result in any undue delay of the appropriate action being taken.

#### **8.06 Support for Rehabilitation**

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol or drug dependency or gambling addiction to obtain a program directed to the objective of their rehabilitation. No employee shall be terminated solely for alcohol, drug or gambling dependency as the first disciplinary action.

### **ARTICLE 9 – INFORMATION\***

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

The Employer agrees to provide electronic access to the Collective Agreement on the Staff Resource Hub to:

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

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

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's classification, pay rate and employment status. The Employer shall provide a copy of this letter to the Union.

#### **9.03 Seniority List**

An updated seniority list shall be posted electronically on the Staff Resource Hub on the next work day following January 1 each year. The Employer shall email 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, the President of the Union, or **their** designate, shall, upon the written authority of an employee and with appropriate notice, be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.

Employees shall have access to their personnel file as so requested in writing within reasonable notice. Employees or persons authorized by them in writing shall be entitled to obtain copies of any material on their personnel file upon reasonable notice.

#### **9.05 Evaluation Reports\***

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal and sign on the review form indicating that its contents have been read. An employee shall receive a copy of the signed appraisal **on the employee self service portal**.

#### **9.06 Union Communications**

The Employer agrees to distribute Union information, to a maximum of twelve (12) memos per year to be sent through the Employer's telecommunication system. The Employer agrees to provide bulletin board space at each Employer location for the use of the Union.

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

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

**The Employer operates a seven-days-per-week, twenty-four-hours-per-day operation, and, subject to other provisions herein, employees will be scheduled to meet the requirements of this operation based on the Employee's designated Full-time equivalent (FTE).**

**(a) Day, evening, and night shifts will be part of the schedule as necessary to address operations.**

**(b) Night shifts (overnight) will first be filled on a volunteer basis, should no volunteers come forward shifts will be assigned in reverse order of**

seniority. The Employer will consider requests from Employees to work all, or more, Evening or Night shifts.

- (c) Shift lengths will be not less than 4 or greater than 12 hours in duration. Start time for shifts will be staggered as necessary to meet operational demands.
- (d) Employees will be provided with a schedule in accordance with their FTE which may include Extra Hours in accordance with Article 10.06. The shifts 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.
- (e) Employees will be paid in accordance with their FTE.
- (f) Full Time Employees shall be guaranteed a minimum of two (2) weekends off in three (3) except where there is mutual agreement between the Employer and an employee to work more weekends
- (g) Part Time Employees shall be guaranteed two (2) weekends off in four (4) except where there is mutual agreement between Employer and an Employee to work more weekends. Should the Employer be operationally able to schedule two (2) weekends in three (3), Employees will be scheduled based on seniority.

#### **10.02 Breaks\***

An employee who works three (3) hours or more -- but fewer than six and one-half (6.5) hours -- on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break. An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two (2) fifteen (15) minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three (3) fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three (3) in a day.

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 above.

#### **10.03 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 in a Geographic Region, preference will be given to the most senior employees in that Geographic Region 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 in the Geographic Region. The Employer will provide at least 21 days' notice to any employee being assigned into a new time frame.**

#### **10.04 Assignment of Work\***

**An employee will not be compelled to work further than twelve (12) kilometres outside their Geographic Region to fulfill the employee's guaranteed hours of work. Where there is mutual agreement between the Employer and an employee, the Employer may assign the employee to work more than twelve (12) kilometres outside of their Geographic Region. In such event, where the client visit is the employee's first or last visit of the day, the Employer will pay the employee's travel time after the twelve kilometres outside of their Geographic Region each way:**

- (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). Employees will be assigned work within one of the four (4) Geographic Areas.**

**Employees shall not normally be assigned to work in another Geographic Area unless required to meet operational needs.**

- (b) Where the employee's daily assignments are less than the hours of work required for a full shift, the employee shall, at the earliest opportunity:
  - (i) indicate their availability to scheduling, and;**
  - (ii) accept alternate assignments****
- (c) Where the employee is not otherwise assigned sufficient hours of work required for a full shift the employee will check their email or Schedule, 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).**
- (d) Employees will check their email and daily assignment prior to the ending of their shift.**

#### **10.05 Return to Work\***

When an employee returns from a leave of absence or from extended sick leave, LTD, etc, without at least two (2) weeks advance notice (full health clearance two (2) weeks 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 Assignment of Available Hours on and Between Schedules\***

- (a) **Part time employees shall indicate to the Employer their willingness to be assigned to extra work beyond their FTE. Subject to operational requirements such a request shall not be unreasonably denied. The Employer, may, with twenty four hours notice or more to the affected part-time employee, reassign any previously assigned extra work or extra client visits to another employee if required to fill the guaranteed hours of such other employee.**

**Where an employee is unwilling and/or unavailable for offers of additional or 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.**

#### **10.07 Compensation for Client Cancellations or Additional Hours**

When an employee is not given at least twenty-four hours notice of a cancellation of additional hours, the Employer shall replace the cancelled visit or pay the cancelled scheduled visit time or cancelled part of a scheduled visit up to a maximum of two (2) hours, travel time if any, and actual kilometrage incurred.

#### **10.08 Maximum Hours\***

No employee shall be 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.

#### **10.09 Minimum Rest Period\***

- (a) **An employee shall not 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) An employee shall be provided with a minimum of ten (10) hours off between **their** last client visit of the day and **their** first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

#### **10.10 Standby\***

An employee required to stand by shall receive standby pay of one hour's pay (at the straight time hourly rate for the employee as provided in Appendix "A") for each standby period of eight (8) hours or less. No employee can be required to stand by on **their** weekend(s) off except as mutually agreed otherwise by the Employer and the employee.

#### **10.11 Callback Compensation\***

- (a) 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 when an employee is required by the Employer to make a client visit(s) after the employee returns home from their last client visit of the day and before their next scheduled client visit provided that a callback does not occur where the Employer adds a client visit contiguous with a previously scheduled workday for an employee.
- (b) **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.**

**10.12** Subject to operational considerations, the Employer will endeavour to maximize the number of full-time positions in the bargaining unit.

### **ARTICLE 11 – OVERTIME\***

#### **11.01 Definitions**

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

### 11.02 Overtime Compensation

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

### 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;**
- (b) **If client needs cannot be met by the employees who have indicated their willingness and availability to accept scheduled overtime, the Employer may assign overtime to employees in reverse order of seniority-**

### 11.04 Overtime Bank\*

**Overtime pay shall be paid out in the bi-weekly pay period in which it is earned.**

**However, employees may choose to receive paid time off in lieu for overtime worked. Such time off shall occur at a time mutually agreed by the employee and the Employer. Employees may only accumulate banked overtime to a maximum of 40 hours in the bank. Overtime bank will be paid out in January of each year in the pay period that includes December 31<sup>st</sup>.**

## **ARTICLE 12 – TRAVEL \***

### 12.01 Reimbursement\*

- (a) **Where an employee uses a privately owned vehicle for travel in providing client services, an employee shall, subject to this Article 12, be reimbursed at the **Provincial Civil Service per kilometer**. Any changes made to the Provincial Civil Service rate shall be made to the **kilometer** rate hereunder during the term of this Collective Agreement.**
- (b) (i) **For purposes of this Article 12, travel in providing client services includes travel between clients, travel for meetings (including staff meetings) with an employee(s) called by the Employer, and, travel in excess of twelve (12) km daily to a maximum of fifty (50) km (i.e. thirty-eight (38) paid km) from home to the first client of the day (or the**

office), and travel in excess of twelve (12) km daily to a maximum of fifty (50) km (i.e. thirty-eight (38) paid km) from the last client of the day (or the office) to home. For the sake of clarity in calculating travel km for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.

- (ii) Where however, the Employer requires an employee to travel more than fifty (50) kilometres from their home to a client or from a client to their home, no matter how far from **their** home, or requires an employee to work in an area outside their normal work area, travel in excess of twelve (12) km daily from home to the first client of the day (or the office), and travel in excess of twelve (12) km daily from the last client of the day (or the office) to home shall be considered travel in providing client services.
  - (iii) Where upon hire an employee lives outside the Geographic Region where **they** will normally work or where an employee moves outside the Geographic Region where they normally work, the border of **they** normal work area shall be considered **their** home for the purposes of Article 12.
- (c) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be reimbursed for km actually driven from the client before any such gap in the work schedule to home and from home to the next client after such gap.
- (d)
  - (i) Article 12.01 (b) notwithstanding, for any former employee of Home Support Central who became an employee of Northwood Homecare Incorporated on November 1, 2002, travel in providing client services means travel as defined herein in excess of ten (10) km per day. Travel in providing client services includes travel between home and clients, travel between clients, travel for meetings (including staff meetings) with an employee (s) called by the Employer. For the sake of clarity in calculating travel km for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.
  - (ii) If any former employee of Home Support Central who became an employee of Northwood Homecare Incorporated on November 1, 2002 chooses to work in an area other than their normal work area or other than the area where **their** home is located, the border of their new work area shall be considered **their** home for the purposes of Article 12.

Where any former employee of Home Support Central who became an employee of Northwood Homecare Incorporated on November 1, 2002 moves outside their normal work area, the border of their normal work area shall be considered **their** home for the purposes of Article 12.

#### **12.02 Reimbursement of Travel Expenses\***

**Employees will be reimbursed for parking costs and bridge tolls (if using a private vehicle) taxi and bus costs incurred while carrying out work duties upon providing receipts or other acceptable documentation.**

**If no receipts or documentation can be obtained, the expense can be approved by the employee's supervisor.**

#### **12.03 No Transporting of Students**

No employee shall transport a student.

### **ARTICLE 13 - UNION-MANAGEMENT CONSULTATION COMMITTEE\***

#### **13.01 Union-Management Consultation Committee\***

The Employer and the Union agree to maintain a Union-Management Consultation Committee with no more than four (4) members from each of the Employer and the Union.

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

This Committee shall determine a schedule of meetings setting out a meeting **quarterly**, or more or less frequently if mutually agreed.

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

The Committee shall be responsible for:

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



The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect at Northwood Homecare Incorporated.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of Northwood Homecare Incorporated and the convenience of the parties, however, where meetings are scheduled during working hours members shall suffer no loss of regular pay while attending.

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.

## **ARTICLE 14 – PAID HOLIDAYS\***

### **14.01 Designated Paid Holidays\***

The paid holidays designated for employees shall be:

- |                    |  |
|--------------------|--|
| (a) New Year's Day | (g) Civic Holiday (First Monday in August)                                   |
| (b) Heritage Day   | (h) Labour Day   |
| (c) Good Friday    | (i) <b>National Day for Truth &amp; Reconciliation</b>                       |
| (d) Easter Monday  | (j) Thanksgiving Day   |
| (e) Victoria Day   | (k) Remembrance Day  |
| (f) July 1         | (l) Christmas Day  |
|                    | (m) Boxing Day   |
|                    | (n) Any day proclaimed by the Provincial or Federal government as a holiday. |

**Holidays to be worked will be determined by the Employee's rotation subject to Article 14.04.**

### **14.02 Holiday Pay\***

- (a) **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 14.01 pro-rated according to **their** guaranteed hours.

### **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 Christmas or New Year's Day Off**

The Employer shall make every reasonable effort to give each employee either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Employees who have Christmas Day off may request and will be given preference for Boxing Day off and the Employer shall, based on operational requirements, make every reasonable effort to grant such requests in order of seniority.

#### **14.05 Holiday Pay Bank\***

- (a) Earned holiday credits (stated in hours) shall be banked for Full-time and Part-time employees and be scheduled off at a time mutually agreed between the Employee and Employer.**
- (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 provided the request is made thirty (30) days in advance of the Holiday. The request will be granted in order of seniority and subject to operational requirements.**
- (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, and more employees can be granted the Holiday off it will be done in order of seniority.**
- (e) The holiday time bank shall not exceed a total of forty (40) hours. Any time in excess of forty (40) hours will be paid out.**
- (f) Any holiday stat banks will be paid out in January of each year in the pay period that includes December 31<sup>st</sup>.**

#### **14.06 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 1<sup>st</sup> in each year and the immediate management supervisor will endeavor to grant the request where operations requirements permit.**

#### **14.07 Compensation for Time Worked on a Holiday\***

**If an employee is required to work on any of the holidays defined in Article 14.01, 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.**

### **ARTICLE 15 – VACATIONS\***

#### **15.01 Vacation Entitlement\***

Employees shall be entitled to receive annual vacation leave with pay. Paid vacation leave shall be earned on the basis of regular hours paid. Vacation credits shall accumulate to the employees on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid to a maximum of eighty (80) hours (10 days).
- (b) Effective on the commencement of the second year of employment but fewer than six (6) years of employment, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of one hundred and twenty (120) hours (15 days).
- (c) Effective on the commencement of the seventh year of employment but fewer than fifteen (15) years of employment vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid to a maximum of one hundred and sixty (160) hours (20 days).
- (d) Effective on the commencement of the sixteenth year of employment vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to a maximum of two hundred (200) hours (25 days).
- (e) **Effective after twenty-five (25) years of service vacation shall accumulate at the rate of one (1) hour for every eight and two-thirds (8.667) hours paid to a maximum accumulation of two hundred and forty (240) hours (30 days).**
- (f) Part-Time employees will have their vacation leave entitlement pro-rated in accordance with their guaranteed hours.

#### **15.02 Vacation Pay**

All unused vacation credits in excess of those credits carried over pursuant to Article 15.04 shall be paid out in January of each year in the pay period that includes December 31<sup>st</sup>.

### 15.03 Vacation Year

The vacation year shall be January 1 to December 31, inclusive.

### 15.04 Vacation Carryover

Prior to November 1 of any vacation year, an employee may request to carry over any portion of one year's vacation to a maximum of five (5) days paid vacation. Any carry over vacation is to be taken prior to March 31<sup>st</sup> or it will be paid out.

### 15.05 Vacation Scheduling\*

- (a) Employees must submit their vacation leave requests in accordance with the Employer's processes.
- (b) Subject to operational requirements, the Employer shall make every reasonable effort to ensure that an employee's vacation request is approved.
- (c) **Vacation requests and approvals are to be done three (3) times per year on the following schedule:**

Request Date	Approval Date	Vacation Period Coverage
March 15	April 15	June 1- October 31
September 1	October 1	November 1- January 31
November 15	December 15	February 1- May 31

- (d) If the request is not granted, the employee may ask that the request be waitlisted in case of future change (s) or cancellation (s) which would enable the Employer to grant the request.
- (e) For vacation time during **the vacation period between June 1 and September 15<sup>th</sup>** employees shall submit a request for vacation in order of priority (a first choice and alternate choices). Subject to operational requirements the Employer will endeavor to provide an employee with one period of up to two calendar weeks or two periods of up to one calendar week vacation (maximum of two vacation periods) between **June 1 and September 15<sup>th</sup>**.

Requests for additional vacation in July and August may be granted if all other employees have had their vacation requests for July and August approved.

- (e) Confirmed vacation requests shall not be subject to change because of a subsequent conflicting request from a more senior employee.

- (f) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of seniority.
- (g) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (h) Subject to operational requirements, an employee shall not be scheduled to work on the weekend prior to or following **their** vacation, unless the employee requests otherwise.

#### **15.06 Unbroken Vacation**

Subject to Article 15.05 (d), where operational requirements permit, the Employer shall make every reasonable effort to grant an employee's request for vacation in a single unbroken period of leave.

#### **15.07 Illness During Vacation**

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

#### **15.08 Employee Compensation Upon Separation\***

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

### **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 **their** position because of illness or injury, provided the employee provides evidence of such illness where required pursuant to Article 16.05 and provided that the employee is not otherwise receiving pay for that day and the employee has sufficient sick leave credits.

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 direct hours of client care, meetings scheduled by the Employer, paid breaks and travel time between clients. In the event that the employee's sick leave extends beyond the current schedule, sick leave pay shall be equal to the amount that the employee would have been paid based solely on **their** guaranteed hours.

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

Employees accumulate sick leave at the rate of twelve (12) hours per one hundred and seventy-three (173) regular hours paid, up to a maximum accumulation of one hundred and forty-four (144) hours in a calendar year and to a maximum accumulation of one thousand (1,000) hours.

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

A record of all unused sick leave will be kept by the Employer. Upon written request and with reasonable notice, an employee will be provided with a statement of **their** sick leave credits. The Employer shall not post or otherwise inform other employees of the sick leave accumulation or use of sick leave of any employee.

#### **16.04 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 not be required to call any clients regarding **their** inability to report to work. The employee shall inform the Employer in advance of the date of **their** return to work. Every employee who reports in sick shall demonstrate courtesy and respect and be treated with courtesy and respect.

#### **16.05 Medical Certificate\***

- (a) **Subject to the provisions of the Medical Certificates Absence Act of Nova Scotia**, when sick leave pay is claimed, the Employer may request proof of illness satisfactory to the Employer by medical certificate from a legally qualified medical practitioner.
- (b) **Pursuant to Section 5 (1) of the Medical Certificates for Employee Absence Act of Nova Scotia**, the Employer may not require a medication certificate with respect to an employee's absence from work due to the employee's sickness or injury unless:
  - (i) **the absence continues for more than five consecutive working days; or**
  - (ii) **the employee has had at least two non-consecutive absences of five or fewer working days due to sickness or injury in the preceding twelve months.**

- (c) An employee shall not be required to provide their supervisor specific information regarding the nature of the illness or injury during a period of absence. However, the Employer may require the employee to provide such information to persons responsible for staff health.

These persons shall not release any information to the supervisor of the employee except the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide.

The Employer shall store employee health information separately and access thereto shall be given only to the persons responsible for staff health who are directly responsible for administering that information.

- (d) Where an employee is required to submit detailed medical certificate or report or where an examination is required, the Employer shall reimburse the employee for the direct cost of any such medical reports in excess of those costs covered by an insurance plan of the employee.

#### **16.06 Unpaid Sick Leave\***

An employee who is off sick beyond **their** entitlement for sick leave, or long-term disability benefits or Employment Insurance sick benefits shall be considered to be on unpaid leave of absence provided there is a reasonable expectation that **they** will return to work. The employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on their ability to return to work.

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

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

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

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

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

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

## **ARTICLE 17 – EDUCATION\***

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

- (a) Required by Employer

- (i) 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 be paid for attendance at such program (s), and shall be reimbursed for Employer-approved registration, travel and accommodation costs. If training is on a scheduled day off, the employee who so requests will get another day off without pay to replace the day of training.
  - (ii) The Employer shall make every reasonable effort to not schedule more than eight (8) hours of combined regular hours of work and training on any one day. Any continuing education (including in-service training) that is cancelled shall be subject to Article 10.07.

- (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 Employer. 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.

- (c) Leave for Examinations

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



### **17.02 Notification of Training Programs**

The Employer shall endeavor to notify employees about relevant educational training programs. The notice shall contain the name and dates of the courses and where further information can be obtained.

### **17.03 Orientation**

Employees will be given an orientation to the Employer's policies and procedures.

### **17.04 Education Needs**

- (a) Employees are encouraged to make their education needs known to the Supervisor so that these needs may be addressed through continuous professional development.
- (b) Unpaid leaves of absence for education purposes shall be subject to operational requirements and shall not be unreasonably denied.

### **17.05 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, accommodation costs (if any), travel time and travel reimbursement (if any), and shall be paid for the time spent in such training and education. Such time shall be considered as regular hours paid.

For the sake of clarity in calculating travel time and travel reimbursement for training and education covered by Article 17.05, the parties agree that such training and education shall be treated the same as a client visit.

## **ARTICLE 18 – WORKERS' COMPENSATION\***

### **18.01 Workers' Compensation**

Employees are covered by the *Workers' Compensation Act*.

### **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 level of

guarantee. 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 – WAGES AND CLASSIFICATIONS\***

### **19.01 Rates of Pay**

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

### **19.02 Biweekly Payment of Wages**

Wages shall be paid biweekly.

### **19.03 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-paying position, **they** shall receive the wages of the higher paying position, including for the three (3) days. While performing the principal duties of a higher-paying position, an employee shall continue to accrue and accumulate seniority credits and service for the duration of the period and **their** service and seniority shall be deemed to be continuous.

#### **19.04 Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit between April 1, 2015 and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase. Such employees shall have thirty (30) calendar days from the date of signing in which to claim any retroactive payment.

#### **19.05 Shift Premium\***

Employees shall continue to receive the hourly shift premium they received prior to the effective date of this Agreement for all regular hours worked between 1800 hours and 0600 hours, subject to the following increases:

- (a) Increase to three dollars and fifty cents (\$3.50) effective January 2, 2025 (date of ratification);**
- (b) Increase to four dollars (\$4.00) effective April 1, 2025.**

#### **19.06 Weekend Premium\***

Employees shall continue to receive the hourly week-end premium they received prior to the effective date of this Agreement for all regular hours worked between midnight Friday and midnight Sunday, subject to the following increases:

- (a) Increase to three dollars and fifty cents (\$3.50) effective January 2, 2025 (date of ratification);**
- (b) Increase to four dollars (\$4.00) effective April 1, 2025.**

### **ARTICLE 20 – LEAVES 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 **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;
  - (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 **their** leave or **their** return to work.

## **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 ~~her~~ **their** pregnancy leave or during **their** pregnancy leave, **they** shall be granted sick leave pay in accordance with the provisions of Article 16.

## **20.03 Parental and Adoption Leave**

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

- (a) The parental leave of an employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the employee's home during pregnancy/birth leave;
  - (i) shall begin immediately upon completion of the pregnancy/birth leave, without the employee's returning to work; and

- (ii) shall end not later than seventy-eight (78) 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 seventy-eight (78) weeks.
- (b) The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 20.01 (a),
  - (i) shall begin on such date coinciding with or after the birth of the child as the employee determines; and
  - (ii) shall end not later than seventy-eight (78) weeks after the parental leave began and in any case, no later than seventy-eight (78) weeks after the child or children first arrive in the employee's home.
- (c) An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventy-eight (78) 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 seventy-eight (78) 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 **they** shall resume work with the same designation, **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 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 **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 and service for the duration of the leave and **their** service and 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 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 **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.).
- (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 one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of **their** weekly rate of pay for the one (1) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) Where the Employee has served the one (1) week waiting period in Article 20.06 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, 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 that period.
  - (iii) 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.

- (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 **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.
- (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 **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*.

#### **20.07 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 **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.
- (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 one (1) week before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of **their** weekly rate of pay for one (1) week, less any other earnings received by the Employee during the benefit period;
  - (ii) Where the Employee has served the one (1) week waiting period in Article 24.09 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (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 that period; and

- (iii) Up to a maximum of ten (10) additional weeks,
  - a. where the Employee is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Employee is eligible to receive and ninety-three per cent (93%) of the Employee's weekly rate of pay;
  - b. where the Employee is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Employee would have been eligible to receive and ninety-three per cent (93%) of the Employee's weekly rate of pay;
- (c) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to an Employee who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to an Employee who is taking a parental leave greater than thirty-five (35) weeks.
- (d) 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.
- (e) 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.
- (f) 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 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### **20.08 Bereavement Leave\***

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of regular pay for a period of up to five (5) continuous calendar days commencing midnight following the death. **In addition, if the death occurs in the immediate family of an employee, when said employee is at work, then said employee shall be granted bereavement**



**leave for the remainder of the shift.** Immediate family is defined as spouse, child, parent, step-parent, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, stepchild or ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides. The employee may utilize accumulated vacation in addition to the five (5) calendar days.

- (b) Employees shall be entitled to leave without loss of regular pay up to a maximum of three (3) continuous calendar days commencing midnight following the death in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew, or the grandparents of the spouse of the employee.
- (c) Based on operational requirements, the primary home support 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 is still on the caseload and who has been under the employee's care for a minimum of one (1) year. This leave shall apply to only one employee per client.
- (d) In the event that the funeral of a relative listed in Article 20.09 (a) and (b) occurs later than the period of bereavement leave, the employee may defer the last day of bereavement leave until the day of the funeral.
- (e) An employee shall notify the Supervisor as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.
- (f) 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.
- (g) **If an employee is on unpaid sick leave or any other unpaid leave the employee shall not be entitled to bereavement leave.**

#### **20.09 Court Leave\***

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

- (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Leave of absence without loss of regular pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury.
- (c) Where an employee notifies the Employer in advance, where possible, that **they are** required to serve in court as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, the time spent shall be considered time worked. This provision does not apply to an employee under suspension.
- (d) The employee given leave of absence without loss of regular pay pursuant to Article 20.09 shall have deducted from **their** salary an amount equal to the amount of money **they** receives for such duty.

#### **20.10 Special Leave**

The Employer may, for any employee, authorize in writing:

- (a) special leave without pay or benefits, for such a period as the Employer deems circumstances warrant.
- (b) special leave without loss of regular pay for reasons other than those covered under Articles 20.01 to 20.10 inclusive, and for such period as it deems circumstances warrant.

#### **20.11 Leave for Emergency\***

Employees shall be granted leave of absence without pay up to three (3) days for a critical condition which requires **their** personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when **they are** normally off duty.

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

It is the responsibility of the employee to make every reasonable effort to arrive at their work location as scheduled. However, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the employee has the option to:

- (a) take the absent time as unpaid; or

- (b) deduct the absent time from accumulated banked vacation credits, **holiday pay bank or OT Bank**; or
- (c) when the employee has no entitlement to accumulated paid leave, the employee may, with prior approval of the Employer, make up the absent time as the scheduling allows; or
- (d) The employee may receive up to one hour of pay at their regular rate to compensate for actual time spent by the employee to call clients to inform them that the employee will not be providing service. This only applies if the employee is taking the entire shift off as unpaid time or paid vacation.

### 20.13 Compassionate Care Leave

An employee who has been employed by the Employer for a period of at least three (3) consecutive months of continuous employment is entitled to an unpaid leave of absence to provide care or support to a seriously ill family member in accordance with the *Labour Standards Code* of Nova Scotia.

<https://www.nslegislature.ca/sites/default/files/legc/statutes/labour%20standards%20code.pdf>

### 20.14 Leave for Parent of a Critically Ill Child\*

An employee who has been employed by the Employer for a period of at least **three (3)** consecutive months of continuous employment and is the parent of a critically ill child is entitled to an unpaid leave of absence in accordance with the *Labour Standard Code* of Nova Scotia.

<https://www.nslegislature.ca/sites/default/files/legc/statutes/labour%20standards%20code.pdf>

### 20.15 Intimate Partner Violence

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://www.novascotia.ca/lae/employmentrights/docs/LabourStandardsCodeGuide.pdf>

## **ARTICLE 21- BENEFIT PLANS**

### **21.01 Group Benefit Plans**

- (a) The Employer will continue to participate in a Long Term Disability Insurance and Pension Plan (or equivalent) which existed with the coming into force of this Agreement under the same cost-sharing as existed at that time.
- (b) The Employer agrees to cost share on the basis of 65% of the premiums for the Group Health Plan for those employees who are eligible and who pay their respective share on the basis of 35% of the premiums to participate in the Plan.

### **21.02 Pension Plan**

All members of the bargaining unit (subject to the eligibility provisions of the NSHEPP Pension Plan ("the plan")), must participate in the plan. The Employee and Employer will continue to make contributions at the rate in accordance with the requirements of "the plan".

### **21.03 Dental Plan**

The Employer agrees to continue to participate in the existing Dental Plan (or equivalent) with a 50 / 50 Employer / Employee cost sharing of premiums. All eligible employees excepting those employees who choose any spousal opt-out options which may be available under the dental plan must participate in the dental plan.

### **21.04 Continuation of Northwoodcare Inc. Employment**

In the event the Employer hires an employee to a regular position to commence work within three (3) months of the employee leaving employment with Northwoodcare Inc. when the employee has not been terminated for cause or retired in accordance with the NSHEPP Pension Plan, the employee shall have service (as calculated herein) with the previous Employer recognized for vacation entitlement and increment placement. Accumulated sick leave benefits shall be recognized. Qualifying periods under the Benefits Plans of the hiring Employer will be as set out in the Plans.

## **ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY\***

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

The **Parties** agree 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.

### **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 training and CPR training.

## **ARTICLE 23 – JOB POSTING\***

### **23.01 Job Posting\***

When the Employer decides that a new position or vacancy exists within a Geographic Region which cannot be filled by recall or by an employee previously laid off in such Geographic Region, the Employer shall, subject to operational requirements, offer such new position or vacancy to employees **who apply for the position** in order of seniority.

### **23.02 Casual Employees**

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

### **23.03 Non-bargaining-unit Vacancy or New Position**

Where the Employer has a job posting for a vacancy outside the bargaining unit, the Employer agrees to post written notice of such job posting.

## **ARTICLE 24 – LAYOFF\***

### **24.01 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.

## **24.02 Union Consultation**

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible but no less than seven (7) days prior to the notice of layoff being given as per Article 24.04 with a view to minimizing the adverse effects of the decision to lay off an employee(s).

## **24.03 Layoff in Reverse Order of Seniority\***

Employees shall be laid off in reverse order of seniority within their Geographic Regions or may accept voluntary layoff with notice to the Employer.

- (a) An employee in receipt of a layoff notice may:
  - (i) accept a vacancy in an adjoining Geographic Region; or, if there is no such vacancy,
  - (ii) accept a vacancy in any Geographic Region; or if there is no such vacancy,
  - (iii) displace the least senior employee in an adjoining Geographic Region who is less senior than the employee in receipt of the layoff notice; or , where there is not such less senior employee,
  - (iv) displace the least senior employee in any Geographic Region who is less senior than the employee in receipt of the layoff notice, or where the employee is the most junior in the bargaining unit,
  - (v) accept available work in any Geographic Region

At any of the steps under the above process the employee may choose to accept layoff and be placed on the recall list.

- (b) Notwithstanding the above, if a vacancy arises within twelve (12) months in the Geographic Region from which the employee was moved, such employee shall have the right to return to their previous Geographic Region.
- (c) If an employee chooses to accept a vacancy or available work or displace an employee in an adjoining geographic region, the border of the new Geographic Region shall be considered **their** home for the purposes of Article 12.

## **24.04 Notice of Layoff**

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

- (b) Fourteen (14) days notice of layoff shall be sent by the Employer to the employee (s) who is/are to be laid off.
- (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.

#### **24.05 Recall in Order of Seniority**

Employees shall be recalled in reverse order of layoff. Employees are responsible for maintaining their current contact phone number and address with the Employer.

#### **24.06 No New Employees**

No new employee shall be hired unless all employees on the recall list who are able to perform the work required have had an opportunity to be recalled.

#### **24.07 Loss of Seniority**

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

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns or retires;
- (c) the employee refuses three (3) offers of recall within their Geographic Region or is laid off for more than eighteen (18) months without recall.
- (d) the employee does not report for work for three (3) consecutive shifts without notice, unless such notice was not reasonably possible.

#### **24.08 Seniority Outside the Bargaining Unit**

An employee who transfers to a temporary position with the Employer outside of the bargaining unit shall retain and accrue seniority for the term of the temporary appointment.

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

No Employees shall be laid off from employment or have their guaranteed hours of work reduced as a result of the Employer contracting out work. This provision does not apply during emergency situations.

## **ARTICLE 25 – DIVERSITY\***

### **25.01 Diversity\***

The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 23.

## **ARTICLE 26— RE-OPENER**

### **26.01 Change in Agreement**

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

## **ARTICLE 27 – NOTICE OF RESIGNATION\***

### **27.01 Notice of Resignation\***

If an employee desires to terminate **their** employment, **they** shall forward a letter of resignation to the Employer not less than two (2) weeks prior to the effective date of termination, provided however that the Employer may accept a shorter period of notice. The Employer will acknowledge by letter the receipt of the resignation within five (5) days.

### **27.02 Withdrawal of Resignation\***

An employee who has terminated **their** employment through resignation may withdraw **their** resignation within two (2) working days of the time it was received by the Employer in accordance with Article 26.01.



## **ARTICLE 28— UNIFORMS AND PROTECTIVE CLOTHING**

### **28.01 Provision of Protective Clothing**

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

### **28.02 Uniforms**

Where the Employer requires an employee to wear a uniform or special clothing, such uniforms or special clothing will be provided by the Employer at no cost to the employee.

## **ARTICLE 29— TERM OF AGREEMENT\***

### **29.01 Duration and Renewal of Agreement\***

- (a) The term of this Agreement shall be from 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) Except for Appendix "A" or unless specifically provided otherwise in the Agreement, the terms of this Agreement shall become effective from the beginning of the pay period following the date of ratification by the Union.

### **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 29.02 (a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

## ARTICLE 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 continuity of employment of all employees in the bargaining unit is not broken or interrupted by the sale or transfer; and
- (c) The successor employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale.
- (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 direct result of a sale or transfer within four (4) months of the sale or transfer.

### 30.02 No Liability

Northwood Homecare Incorporated 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 10 day of March, 2025.

Northwood Homecare Incorporated

Nova Scotia Government and  
General Employees Union

S. ~~Steen~~

Stephen Fillek

Garth Gunn

A. Schupman

E. C.

A. Kaper

Corry MacKinn

Lucy Anne Gerrard

~~Tom Gunn~~

Jerry Boudreau

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

### **NORTHWOOD HOMECARE INCORPORATED**

#### **Wages (Economic Adjustments)**

- 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.

#### **Availability Pay**

The existing availability pay for HSW/CCA and Uncertified 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.

			% 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
<b>Home Support Worker Certified CCA (meets criteria)</b>	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%	% Increase: 2.00%
Classification		Expired Hourly Rate including availability Rate 0.05506	Apr.01-23 Hourly Rate	Mar.31.24 Hourly Rate	Apr.01-24 Hourly Rate	Apr.01-25 Hourly Rate
<b>Uncertified CCA (Does not meet criteria)*</b>	Probationary Rate	\$20.4161	\$21.0286	\$21.1337	\$21.7677	\$22,2031
	Regular Rate	\$21.1034	\$21.7365	\$21.8452	\$22.5006	\$22.9506

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

**NOTE:** Employers will have discretion to recognize relevant experience and pay the Regular Rate to new employees notwithstanding that they are still within their probationary period.