

COLLECTIVE AGREEMENT

between

**ANTIGONISH AND AREA HOMEMAKER SERVICE
(Hereinafter referred to as the “Employer”)**

and

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

Term of Agreement

April 1, 2023 – 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 provision for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS*

1.01 Definitions*

"Agreement" - the Collective Agreement between the Antigonish and Area Homemaker Service and the Nova Scotia Government and General Employees Union.

"Bargaining unit" - is the unit for collective bargaining described by the Labour Relations Board in Certification Order #4471 covering full-time and regular part-time employees of the Antigonish and Area Homemaker Service performing work as a home support worker, administrative support and supervisor/scheduler for whom the Nova Scotia Government and General Employees Union is the bargaining agent.

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

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

"Employer" - Antigonish and Area Homemaker Service.

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

"Hours paid" includes hours paid by the Employer including paid holidays, paid vacation and paid sick leave (both expressed in paid hours), unpaid Union leave as provided in Article 6 and any other paid leaves for which an employee is compensated by the Employer. For the sake of this definition, each hour paid at time and one-half shall constitute one (1) hour paid.

"Probationary period" - means a period not to exceed **nine hundred and ten (910) hours** worked, without the mutual consent of the Employer and the employee.

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

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

"Spouse" shall include common-law partners and same sex partners.

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

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

1.02 Gender

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

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent Recognition

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

2.02 Mutual Agreements

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

ARTICLE 3 - UNION DUES - CHECK OFF

3.01 Deduction of Union Dues

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

3.02 Notification of Deduction

The Union will inform the Employer of the deduction to be made under Article 3.01.

3.03 Remittance of Union Dues

The Employer shall send the amounts deducted under Article 3.01 to the Secretary-Treasurer of the Union by one monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. At this time, the Employer shall also advise the Union in writing of all appointments, leaves of absence greater than two (2) weeks and terminations that occurred in the previous month.

3.04 Revenue Canada Tax Form

For each employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

3.05 Liability

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

ARTICLE 4 - NO DISCRIMINATION*

4.01 No Discrimination*

The Employer and the Union **agree** that there shall be no discrimination against any employee on any grounds established in the Human Rights Act, S.N.S. 1991, c.12.

4.02 No Discrimination for Union Activity

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

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

ARTICLE 6 - UNION BUSINESS*

6.01 Leave Without Pay*

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

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

Where the Union has determined the requirement for a full-time elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) An employee elected to one of the above noted full-time Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.**

- (b) All benefits of the employee shall continue in effect while the employee is serving in the full-time Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- (c) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- (d) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or if the position no longer exists, then to an equivalent position.
- (e) Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.
- (f) A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the provisions of this Article.

6.03 Notification to Employer

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

6.04 Annual Meeting

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

Such permission will not be unreasonably withheld.

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

6.05 Recognition, Rights and Duties of Stewards

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

The Employer recognizes the Union's right to select two (2) stewards and two (2) alternates to represent employees in each of the geographic areas served by the Employer. Only one steward at a time will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or **their** alternate, shall obtain the permission of the Employer or designate before leaving **their** work to perform **their** duties as a steward.

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

6.06 No Loss of Service, Seniority or Benefits

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

6.07 Employer and Union Shall Acquaint New Employees*

- (a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Article dealing with Union dues.
- (b) On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of **their** Union steward or representative.
- (c) **A Union steward shall be given thirty (30) minutes to meet with new employees during the orientation of new staff to the facility for the purpose of acquainting them with the benefits and duties of union membership.**

6.08 Bulletin Board

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION*

7.01 Grievance Procedure

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

- (a) Step 1 - The dispute shall be discussed between the employee and the Agency Supervisor or their designate within twenty-five (25) days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have **their** steward present at such a discussion. The Agency Supervisor or their designate shall answer the dispute within ten (10) days.
- (b) Step 2 - If the dispute is not resolved at Step 1, the employee(s) or the Union on their behalf shall submit a written grievance to the Executive Director or their designate within ten (10) days of the receipt of the response at Step 1. The grievance will state the Article or Articles alleged to have been violated, the circumstances surrounding the alleged violation(s) and the remedy sought. The Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within ten (10) days of the date the grievance was submitted at Step 2. Such meeting may be waived by mutual agreement.
- (c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) calendar days of the receipt of the response at Step 2.
- (d) Where the Employer has a grievance, the Employer shall submit it to the Union President or their designate. The Union President or their designate shall discuss the grievance with the Employer. Where no satisfactory

agreement is reached, the grievance may then be referred to Arbitration as per Article 7.01 (c).

- (e) The time limits for the initial filing of grievances under Article 7.01 (a) is mandatory, unless altered by the written mutual consent of the parties. Other time limits established in this Article are directory.
- (f) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

7.02 Policy Grievance

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

7.03 Sexual Harassment and Personal Harassment

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

7.04 Referral to Arbitration*

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

7.05 Arbitration Procedure

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

7.06 Arbitration Award

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

7.07 Arbitration Expenses

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

ARTICLE 8 - DISCIPLINE AND DISCHARGE*

8.01 Entries to Files

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

8.02 Just Cause

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

8.03 Notification to the Employee*

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

8.04 Purging Files

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

8.05 Right to Have Steward*

An employee shall have the right to have a steward or Union representative present at any meeting where the employee **suspects discipline and** requests such representation. Except for the purpose of investigation, where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee of the subject of the meeting at least twenty-four hours in advance, in order that the employee may contact a steward or Union representative, provided this does not result in undue delay of the appropriate

action being taken. The employee and/or steward shall have the right to consult with a Union Representative.

Notwithstanding the above, an Employee may request to have a Union representative in attendance for any meeting and such requests will not be denied, **provided this does not result in undue delay.**

8.06 Drug or Alcohol Dependency

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

ARTICLE 9 – INFORMATION*

9.01 Copies of Agreement *

The Employer agrees to supply a copy of the Agreement to:

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

By placing it on the employee's self-service portal

9.02 Letter of Appointment

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

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

9.03 Seniority List

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

9.04 Personnel Files

- (a) Employees shall have access to their personnel file as so requested in writing with one (1) week's notice and shall have the right to request and obtain a copy of the contents of the file.
- (b) In order to facilitate the investigation of a grievance, a Union representative with the written authority of an employee and with at least twenty-four (24) hours notice shall be entitled to review an employee's personnel file in the office in which it is normally kept in the presence of an authorized representative of the Employer.

9.05 Evaluation Reports*

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal and sign the appraisal indicating that its contents have been read. An employee shall receive a copy of an **appraisal** at the time of signing. **If the Employer implements an electronic performance appraisal, the Employee will receive a copy of the appraisal on the employee self service portal.**

ARTICLE 10 - HOURS OF WORK *

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

10.01 Normal Hours of Work*

Full-time and Part-time Home Support Workers (HSWs) shall be assigned an availability block in which their designated guaranteed hours of work will be scheduled. The availability block for HSWs shall include two (2) hours more per day than the number of the HSW's guaranteed hours.

Such hours of work are inclusive of client time, break time, travel time between clients, time spent in meetings as called by the Employer, and administrative time, scheduled in accordance with their level of guarantee.

HSWs will be scheduled subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the HSW is available and possesses the required skills, abilities, and qualifications to meet the needs of the client(s).

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

HSWs will be paid based on their biweekly guaranteed hours.

Full Time Home Support Workers:

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

Full Time HSWs shall be guaranteed eight (8) hours per day within an established ten (10) hour period per day of availability "availability block".

Or any other number of hours per day as may be agreed between the Employer and the Union. The availability block for such HSWs shall include two (2) hours more per day than the number of the HSW's guaranteed hours.

Part Time Home Support Workers:

Part Time HSWs will be guaranteed hours in accordance with their letter of designation in one of the following ways:

- (a) Sixty (60) hours per bi-weekly pay period consisting of six (6) hours per day within an established eight (8) hour period per day of availability, "availability block", or
- (b) Forty (40) hours per bi-weekly pay period consisting of four (4) hours per day within an established six (6) hour period per day of availability, "availability block"
- (c) Such other number of hours per bi-weekly pay period as may be agreed between the Employer and the Union. The availability block for such HSWs shall include two (2) hours more per day than the number of the HSW's guaranteed hours.

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 fifteen (15) minute paid break. An employee who works six and one half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked

three (3) fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.

10.03 Meal Break

In addition to the paid breaks identified in Article 10.02, an employee who works eight (8) hours or more on a day shall receive a paid meal break of thirty (30) minutes, included in that scheduled shift.

10.04 Weekends*

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

10.05 Minimum Rest Period*

- (a) The Employer shall not require an employee to work more than six (6) consecutive days of work, unless mutually agreed otherwise by the Employer and the employee. A normal day off shall be a twenty-four (24) hour period commencing at 12:00 a.m. and ending the next 12:00 a.m.**
- (b) Where possible, an employee shall be provided with a minimum of ten (10) hours off between the end of their last client visit of the day and leaving home for their first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.**

10.06 Assignment of Work *

- (a) Employees will be assigned work subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the employee is available and possesses the required skills, abilities, and qualifications to meet the needs of the client(s).**
- (b) Where the employee's daily assignments, including client cancellations are less than the hours of work in their level of guarantee, the employee shall, at the earliest opportunity:**
 - (i) indicate their availability to scheduling, and;**
 - (ii) accept alternate assignments; or;**
 - (iii) with the Employer's approval, take the time not worked off without pay.**

- (c) Where the employee is not otherwise assigned sufficient hours of work required to meet their guarantee, including client cancellations, 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) for possible assignment of replacement visits.
- (d) Employees will check their email and daily assignment prior to the ending of their shift.

10.07 Extra or Additional Work*

Part-time HSWs shall indicate to the Employer their willingness to be assigned to additional or extra work beyond their guaranteed hours and/or their availability block. HSWs shall be classified as “available” or “not available” and changes to a HSW’s availability shall be made to the Employer in accordance with employer policies.

When preparing assignments, the Employer shall, prior to hours being offered to Casual employees, offer any hours which are not needed for replacement of hours to Part Time HSWs who are available to work on the basis of seniority where the part timer has worked less than eighty (80) hours in the biweekly period.

10.08 Cancellation of an Extra Client Visit or Additional Client*

When a HSW is not given at least twenty-four hours notice of a cancellation of an Extra Client Visit or Additional Client Visit, 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.

10.09 Compensation for cancellation – mileage*

When a HSW reports to a clients’ house for a scheduled visit and a cancellation occurs, the HSW shall be paid their actual kilometrage incurred.

10.10 Changes in Number Needed for Particular Time Frame*

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

10.11 Callback Compensation*

An employee who is called back to work to make client visits shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. A callback occurs after an employee returns home from their last client visit of the day and before 6:00am the following day.

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

ARTICLE 11 – OVERTIME*

11.01 Definitions*

- (a) "overtime" means hours of work in excess of **eighty (80)** hours biweekly or nine (9) hours per day, **authorized by the supervisor**. For the purpose of this Article overtime applies when more than **eighty (80)** hours biweekly or nine (9) hours per day of authorized work is performed. "Work" excludes unworked time that is paid by the Employer.

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

- (b) "time and one-half" means one and one-half (1.5) times the straight time hourly rate for the employee as provided in Appendix "A".

11.02 Overtime Compensation

An employee is entitled to time and one-half compensation for each period of overtime **they** work. An employee shall not be required to lay off during regular hours to equalize any overtime worked.

11.03 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, overtime may be banked to a maximum of seventy (70) hours in the form of compensating "time off" at the rate of time and one-half. Such "lieu time" shall be taken at a time agreed upon by the Employer and the employee. Lieu time

not taken by mid March shall be paid out in the last pay in March, except that an employee may by written request carry over up to sixteen (16) hours of lieu time.

11.04 Overtime Availability List

- (a) Employees shall notify the Employer in writing of their willingness and availability to accept scheduled overtime. Any change in availability must be immediately communicated to the Scheduler. Overtime hours shall not exceed six (6) hours per week per employee. Provided that the employee is able to meet the needs of the client (s) as determined by the Employer, the Employer shall offer scheduled overtime to such employees with the most seniority.
- (b) If client needs cannot be met by following Article 11.04 (a), the Employer may assign overtime in reverse order of seniority to employee(s) who have not notified the Employer in writing of their willingness and availability to accept scheduled overtime.

ARTICLE 12 – TRAVEL*

12.01 Reimbursement*

- (a) 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 rate**. 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) Travel in providing client services includes travel between clients, travel for staff meetings and meetings with individual employees called by the Employer, travel in excess of twelve (12) km daily from home to the first client, and travel in excess of twelve (12) km daily from the last client to home.
- (c) For the sake of clarity in calculating travel km for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.
- (d) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel km from the client before the gap in the work schedule to the next client after the gap and so on for any further gaps in the schedule until the work day ends.
- (e) When an employee is scheduled to work client visits that are more than three (3) hours apart on the same day, the employee shall be reimbursed at

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

12.02 Other Travel

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

12.03 Payment of Reimbursement

Travel reimbursement shall be paid bi-weekly.

12.04 Proof of Insurance

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

ARTICLE 13 - PAID HOLIDAYS*

13.01 Paid Holidays*

The paid holidays designated for employees shall be:

- | | |
|--|--|
| (a) New Year's Day | (h) Labour Day |
| (b) Heritage Day | (i) National Day for Truth and Reconciliation Day |
| (c) Good Friday | (j) Thanksgiving Day |
| (d) Easter Monday | (k) Remembrance Day |
| (e) Victoria Day | (l) Christmas Day |
| (f) Canada Day | (m) Boxing Day |
| (g) Civic Holiday (First Monday in August) | |
| (n) Any other day declared by the municipal or provincial or federal government. | |

13.02 Holiday Coinciding with a Day of Vacation

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

13.03 Compensation for Employees*

A full-time and part-time employee shall receive holiday pay to a maximum of eight (8) hours pay for each of the holidays defined in Article 13.01 prorated according to their guaranteed hours.

13.04 Christmas or New Year's Day Off

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

13.05 Compensation for Time Worked on a Holiday

An employee who is required to work on a holiday defined in Article 13.01 shall be paid at the rate of time and one-half for each hour worked on the holiday.

13.06 Holiday Coinciding with Sick Leave or Other Paid Leave*

Where a day that is a paid holiday as defined in Article 13.01 falls within a period of paid sick leave or other leave with pay, the holiday shall not count as a day of paid sick leave or other leave with pay.

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

13.08 Religious Day in Lieu*

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

ARTICLE 14 – VACATIONS*

14.01 Annual Vacation Entitlement

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

- (a) during the first year of employment at the rate of ten (10) days per year;
- (b) each year after the first year of employment, but less than seven (7) years of employment at the rate of fifteen (15) days per year;
- (c) each year after seven (7) years of employment but less than fifteen (15) years of employment at the rate of twenty (20) days per year;
- (d) each year after fifteen (15) years of employment at the rate of twenty-five (25) days per year
- (e) each year after twenty-five (25) years at the rate of thirty (30) days per year.

14.02 Vacation Pay

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

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

- (a) during the first year of employment – at the rate of four per cent (4%) of hours paid;
- (b) each year after the first year of employment but less than seven (7) years of employment– at the rate of five point eight per cent (5.8%) of hours paid;

- (c) each year after seven (7) years of employment but less than fifteen (15) years of employment – at the rate of seven point seven per cent (7.7%) of hours paid;
- (d) each year after fifteen (15) years of employment – at the rate of nine point six per cent (9.6%) of hours paid.
- (e) As soon as possible after the signing date of this Agreement, and in April of each year, employees shall have the option to choose whether to receive their vacation pay benefit on their bi-weekly pay or to bank these amounts to be paid out on reasonable notice or during subsequent scheduled unpaid vacation leaves.

14.03 Vacation Year

The vacation year shall be April 1 to March 31.

14.04 Vacation Scheduling*

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned.
- (b) The employee shall advise the Employer in writing of vacation preference before **January 15th** in each year.
- (c) Preference in vacation schedule shall be given to employees with greater length of seniority.
- (d) The Employer shall post the approved vacation schedule no later than April 1.
- (e) If a vacation preference is not approved, the employee may ask that the preference be wait-listed in case of future change(s) or cancellation(s), which would enable the Employer to grant the preferences.
- (f) The Employer shall grant requests for vacation leave made after **February 15th** subject to operational requirements on a first come first served basis. The Employer shall confirm approval of such vacation requests as soon as possible and within ten (10) calendar days of receipt of the request.

14.05 Employee Request

Subject to the operational requirements of the service, the Employer shall ensure that an employee's written request for vacation leave is considered and make every reasonable effort to grant an employee's vacation leave request.

14.06 Unbroken Vacation*

Where operational requirements permit, the employer shall make a reasonable effort to grant to an employee vacation time in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) weeks of vacation time **between the period of June 15th to September 15th.**

Notwithstanding the above, requests for vacation in excess of two (2) weeks **between the period of June 15th to September 15th** may be granted if all other employees have had their vacation requests **between the period of June 15th to September 15th.** Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

14.07 Vacation Carryover

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

14.08 Illness During Vacation

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

14.09 Employee Compensation Upon Termination

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

ARTICLE 15 - SICK LEAVE

15.01 Sick Leave Defined

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

15.02 Amount of Sick Leave

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

15.03 Sick Leave Records

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

15.04 Employee to Inform Employer

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

15.05 Return to Work

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

15.06 Medical Certificate*

- (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) When an Employee is required to submit a detailed medical certificate, report or where an examination is required, the Employer shall be responsible for paying the full costs of any such medical certificate, report or examination.

ARTICLE 16 - EDUCATION

16.01 Education and Training

- (a) The Employer recognizes that continuous education is of benefit to the agency, employees and clients. An employee required by the Employer to attend conferences shall be reimbursed for conference registration, travel and accommodation costs. Time spent in such training, excluding travel time, shall be considered to be time worked.
- (b) Where the Employer requires attendance at in-service training program(s), the employee shall suffer no loss of regular earnings for attendance at such training program(s). If training is on a scheduled day off, the employee will get another day off to replace the day of training.
- (c) Staff are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the agency through tuition or time off at the discretion of the Agency Director. Where attendance is not required by the Employer, then the employee and the Employer may agree in advance on what expenses, if any, will be reimbursed.
- (d) Subject to operational requirements, leave of absence without loss of pay shall be granted to allow an employee to write examinations for courses required by the Employer.

16.02 Orientation

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

16.03 Education Needs

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

16.04 Changes in Job Requirements

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

ARTICLE 17 - WORKERS' COMPENSATION

17.01 Workers' Compensation

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

17.02 Earning Replacement Supplement

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

ARTICLE 18 - WAGES AND CLASSIFICATIONS*

18.01 Rates of Pay

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

18.02 Payment of Wages

Wages shall be paid bi-weekly.

18.03 New Classification

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

18.04 Acting Pay

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

18.05 Retroactive Pay for Terminated Employees*

Employees who have left (resigned or retired) their employment in the bargaining unit between April 1, 2023, and the signing date of this Agreement, shall be

entitled to full retroactivity of any applicable wage increase and any applicable retirement allowance. Such employees shall have thirty (30) days from the date of signing in which to claim any retroactive payment.

18.06 Evening Premium*

An employee shall receive a premium for all hours worked, including overtime hours worked between 6:00 pm and 6:00 am in the amounts **as follows:**

Increased to \$3.50 three and fifty cents dollars upon date of ratification.

Increased to \$4.00 four dollars April 1, 2025.

18.07 Weekend Premium*

An employee shall receive a weekend premium for all hours worked between midnight on Friday and midnight on Sunday effective as follows:

Increased to \$3.50 three and fifty cents dollars upon date of ratification.

Increased to \$4.00 four dollars April 1, 2025

ARTICLE 19 - LEAVE OF ABSENCE*

19.01 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the employer notice as per Article 20.01 (d). The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (d) A pregnant employee shall provide the employer with at least four (4) weeks' notice of the date **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.
- (f) Pregnancy/Birth Allowance
 - (a) An employee entitled to pregnancy leave under the provisions of the Agreement, who provides the Employer with proof that **they have** applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
 - (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of **their** weekly rate of pay for each week of the two (2) week waiting period, less any other deductions received by the employee during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of **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 (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 her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

19.02 Pregnant Employee - Requirements

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by, or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing **their** ability to work.
- (c) Should an employee become ill arising out of **their** pregnancy prior to the commencement of **their** pregnancy leave or during **their** pregnancy leave, **they** shall be granted sick leave pay if eligible in accordance with the provisions of Article 15.

19.03 Parental and Adoption Leave

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

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave.
 - (i) shall begin immediately upon completion of the pregnancy/birth leave, without the Employee's returning to work; and
 - (ii) shall end not later than 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.
- (1) 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 is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B) Plan.
- (2) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (a) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of **their** weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (b) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of **their** weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (3) For the purpose of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for **their** classification on the day immediately preceding the commencement of the adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (4) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.
- (5) The Employer will not reimburse the employee for any amount **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.

19.04 Rights of Employees on Pregnancy or Parental or Adoption Leave

- (a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b) When an employee reports for work upon the expiration of the period referred to in Articles 19.01 or 19.03 the employee shall resume work in the position held by the employee immediately before the leave began, or where that position is eliminated, in a comparable position with not less than the same wages and benefits, with no loss of benefits accrued to the commencement of the leave. That is, **they** shall be scheduled in accordance with Article 10.03, even if it means reassigning client visits from the most junior employee(s).
- (c) While an employee is on pregnancy or parental or adoption leave and if the employee continues to pay the employee's share of the premium, the Employer shall permit the employee to continue participation in eligible benefit plans. The Employer shall be responsible to pay the Employer's share of the premium costs for maintaining such coverage.
- (d) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority for the duration of the leave and **their** service and seniority shall be deemed to be continuous.

19.05 Leave for Birth of a Child

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

19.06 Compassionate Care Leave

An employee who has been employed with the Employer for a continuous period of three (3) months is entitled to a leave of absence for Compassionate Care. The terms of leave shall be in accordance with the provisions of the *Labour Standards Code*.

19.07 Leave for Medical and Dental Appointments and Family Illness

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

- (a) engage in and facilitate the Employee's personal preventative medical or dental care; or
- (b) Where an illness of a family member of an employee requires the presence and/or support of the employee; or
- (c) Where preventative medical or dental care for an employees' spouse, child, or parent, whether or not living with the employee, or other family member of the employee who permanently resides with the employee, requires the presence and/or support of the employee.

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

The Employer may require proof of need for such leave as **they** consider necessary. Such leave shall not be unreasonably withheld.

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

19.08 Bereavement Leave*

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of pay for a period of up to five (5) consecutive days commencing midnight following the death. **If a death occurs in the immediate family of an employee when the employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's scheduled shift for that day.** Immediate family is defined as father, mother, father in law, mother in law, stepparent, **(step)brother, (step)sister,** spouse, child of the employee, stepchild of the employee, grandchild and a relative who is a ward of the employee or with whom the employee permanently resides. In the event that the funeral of an immediate family member does not take place within the period of bereavement leave provided but occurs at a later date, the employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral.
- (b) Employees shall be entitled to leave without loss of pay up to a maximum of three (3) days commencing midnight following the death in the event of death of the employee's son-in-law, daughter-in-law or grandparent of the employee. In the event that the funeral of a family member does not take place within the period of bereavement leave provided but occurs at a later date, the employee may defer the final day of their bereavement leave without loss or gain of regular pay until the day of the funeral.
- (c) Employees shall be entitled to leave without loss of pay up to a maximum of one (1) day to attend the funeral of the employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee, or grandparents of the spouse of the employee.
- (d) The foregoing entitlement is subject to the proviso that proper notification is made by the employee to the Executive Director or delegated official.
- (e) Additional bereavement leave without pay or benefits may be granted at the sole discretion of the Employer.
- (f) In-Law relationships referred to under Article 19.08 Bereavement will only be considered in cases where there is a current relationship at the time the benefit is claimed.

19.09 Court Leave

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

- (i) to serve on a jury (including required attendance for jury selection); or
- (ii) by subpoena or summons to attend as a witness in any work-related proceeding held:
 - (1) in or under the authority of a court; or
 - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Where an employee is required by the Employer to serve in court as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, the time spent shall be considered time worked.
- (c) The employee given leave of absence without loss of pay pursuant to Article 19.08 shall have deducted from **their** salary an amount equal to the amount of money **they** receive for such duty.

19.10 Special Leave

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

19.11 Leave for Emergency

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

19.12 Leave for Storm or Hazardous Conditions

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

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

19.13 Domestic Violence Leave

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

ARTICLE 20 – GROUP BENEFIT PLAN

20.01 Group Plan

- (a) The Employer will continue to participate in the Group Benefit Plan, which existed at the coming into force of this Agreement, unless amended by mutual consent. The Employer agrees to pay sixty five per cent (65%) of the total premium cost for all employees for the Medical Plan. The Employer agrees to pay fifty per cent (50%) of the total premium cost of the remainder of the Group Benefit Plan and Long Term Disability.
- (b) The Employer shall continue to pay the Employer cost share of the premium cost of the Group Benefit Plan while an employee is on WCB benefits for a period of three (3) months, provided that the employee agrees to pay their share during that period and the Plan allows.
- (c) The Employer will continue to participate in a pension plan, currently the Nova Scotia Health Employee's Pension Plan (NSHEPP).

ARTICLE 21 - HEALTH AND SAFETY*

21.01 Occupational Health and Safety Act*

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

21.02 Joint Occupational Health and Safety Committee

- (a) The Employer agrees to provide for a joint Employer-Union Occupational Health and Safety Committee.
- (b) The Committee shall normally meet once per month or as required. Minutes of the meetings will be kept and copies distributed to all committee members and posted on the bulletin boards.
- (c) The committee's responsibilities will include performing any duties provided for in this Collective Agreement, or as required by the Occupational Health and Safety Act and Regulations, or as the Union and the Employer may mutually agree.
- (d) An employee who is a member of the committee is entitled to time off from work with no loss of regular earnings, as is necessary to attend meetings of the Committees, to take any training required by the Occupational Health and Safety Act and regulations, and to carry out the employee's functions as a member of the Committees if required by the Act or Regulations.

21.03 First-Aid Kits

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

21.04 First-Aid and CPR Training

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

21.05 Right to Refuse Work and Consequences of Refusal

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

ARTICLE 22 - JOB POSTING

22.01 Job Posting

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

22.02 Casual Employees

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

22.03 Filling Vacancies

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

22.04 Non-bargaining-unit vacancy or new position

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

ARTICLE 23 - LAYOFF

23.01 Exceptions

Throughout Article 23, the use of the word "layoff" does not refer to periodic reductions in scheduled hours of work due to temporary or intermittent shortages of work.

23.02 Layoff

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

23.03 Union Consultation

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

23.04 Layoff Procedure

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

23.05 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Three (3) weeks notice of layoff shall be sent by the Employer to the Union and the employee(s) to be laid off, except where a greater period of notice is provided for under (c) below.
- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, six (6) weeks notice of layoff shall be sent by the Employer to the Union and employees to be laid off.

23.06 Recall Procedure

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

23.07 No New Employees

- (a) No new employee shall be hired in a bargaining unit position unless all employees on the recall list who are able to perform the work required have been given an opportunity to be considered for such a position.

- (b) An employee on layoff who has notified the Employer of **their** availability shall be given preference to work shifts on a casual basis. While working on that basis, the employee's status as a laid-off regular employee shall not change. The total of the days worked in a casual position of less than six (6) months shall extend the recall period by that total. An employee who works in excess of six (6) months shall begin a new recall period.

23.08 Loss of Seniority

An employee shall lose seniority in the event that:

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

ARTICLE 24 - RE-OPENER

24.01 Change in Agreement

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

ARTICLE 25 - NOTICE OF RESIGNATION

25.01 Notice of Resignation

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

ARTICLE 26 – UNIFORM*

26.01 Provision of Protective Clothing*

The Employer will provide personal **any Personal Protective Equipment (PPE) that is required by Infection Prevention and Control Canada (IPAC) regulations.**

ARTICLE 27 - TERM OF AGREEMENT*

27.01 Duration and Renewal*

- (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.

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

- (b) Except for Appendix "A" or unless specifically provided otherwise in the Agreement, the terms of this Agreement shall become effective the date of ratification by the Union. Employees who have left the Employer since April, 2015 shall be entitled to retroactive pay if they apply in writing for such retroactivity within thirty (30) days of the date of the signing of this agreement.

All retroactive payments will be paid to employees within forty-five (45) days after the Employer receives funding.

27.02 Future Legislation

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

27.03 No Strike nor Lockout

During the term of this agreement:

- a) There shall not be any cessation, retardation, slow down or stoppage of work for any reason by the employees or the union;
- b) The Employer shall not lock out its employees;
- c) Nothing in this article shall be construed to conflict with the Trade Union Act (Nova Scotia).

ARTICLE 28 - SUCCESSOR RIGHTS

28.01 Successor Rights

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

- (a) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (b) The successor employer shall ensure that the employment of all employees in the bargaining unit shall continue without break or interruption; and
- (c) The successor employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale; and
- (d) In the event that the transfer of business results in the intermingling of the employees covered by this agreement with other employees of the successor employer, the successor employer shall insure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling; and
- (e) No employee shall suffer a loss of employment as a result of a merger.

28.02 No liability

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


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

Homemaker Service



Kerry Rayner


Cheryl Tschupruk


Stephen Filek


~~Erin Chaisson~~

and General Employees Union


Corry Mac Kinnon, Lead Negotiator


Jackie Brown, Local 36


Amanda Lawrence, Local 36


Darlene Mattie, Local 36

Memorandum of Agreement #1
Transition Plan Agreement

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

APPENDIX “A” - Salary Scales

			% Increase: 3.00%	% Increase: 0.50%	% Increase: 3.00%	New Year 5 % Increase: 2.50%	% Increase: 2.00%	New Year 6 % Increase: 2.50%
Classification	Expired Hourly Rate		Apr.01-23 Hourly Rate	Mar.31.24 Hourly Rate	Apr.01-24 Hourly Rate	Mar.31-25 Hourly Rate	Apr.01-25 Hourly Rate	Mar.31-26 Hourly Rate
Home Support Worker Certified CCA (meets criteria)	Probationary Rate	\$21.7932	\$22.4470	\$22.5592	\$23.2360	\$23.2360	\$23.7007	\$23.7007
	Regular Rate	\$23.6275	\$24.3363	\$24.4580	\$25.1917	\$25.1917	\$25.6955	\$25.6955
	After 5 Years*					\$25.8215	\$26.3379	\$26.3379
	After 6 Years**							\$26.9963
	Availability Rate (in addition to above)	\$ 0.5506	\$0.5671	\$0.5700	\$0.5871	\$0.5871	\$0.5988	\$0.5988

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

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

			% Increase: 3.00%	% Increase: 0.50%	% Increase: 3.00%	New Year 5 % Increase: 2.50%	% Increase: 2.00%	New Year 6 % Increase: 2.50%
Classification	Expired Hourly Rate including		Apr.01-23 Hourly Rate	Mar.31.24 Hourly Rate	Apr.01-24 Hourly Rate	Mar.31-25 Hourly Rate	Apr.01-25 Hourly Rate	Mar.31-26 Hourly Rate
Uncertified CCA (Does not meet criteria)*	Probationary Rate	\$20.4161	\$21.0286	\$21.1337	\$21.7677	\$21.7677	\$22.2031	\$22.2031
	Regular Rate	\$21.1034	\$21.7365	\$21.8452	\$22.5006	\$22.5006	\$22.9506	\$22.9506
	After 5 Years**					\$23.0484	\$23.5093	\$23.5093
	After 6 Years***							\$24.0820

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

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

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

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.

Office Classifications

Date	Expired Rate Mar 31, 2023	+\$0.80/hr April 01, 2023	3% Increase April 01, 2023	0.5% Increase March 31, 2024	3% Increase April 01, 2024	2% Increase April 01, 2025
Scheduler	\$ 24.0607	\$ 24.8607	\$ 25.6065	\$ 25.7346	\$ 26.5066	\$ 27.0367
Administrative Assistant	\$ 21.6463	\$ 22.4463	\$ 23.1197	\$ 23.2353	\$ 23.9323	\$ 24.4110

Wages (Economic Adjustments) – Office Staff

- i. Effective April 1st, 2023, prior to the 3% general economic increase on April 1st, 2023, an \$0.80 hourly rate adjustment shall be applied.
- ii. Increase of 3% on April 1, 2023;
- iii. Increase of 0.5% on March 31, 2024;
- iv. Increase of 3% on April 1, 2024;
- v. Increase of 2% on April 1, 2025;

APPENDIX “B” – Office Employees

(Administrative Support and Supervisor/Scheduler hereafter referred to as Office Employees)

Office Employees

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

10.01 Normal Hours of Work

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

10.03 Scheduling Hours of Work

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

10.04 Maximum hours

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

10.05 Does not apply

10.06 Does not apply

10.07 Does not apply

10.08 Minimum rest period

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

10.09 Does not apply.

10.10 Does not apply.

10.11 Callback Compensation

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

10.13 Standby*

When the non RN Supervisor/Scheduler is required to standby shall receive standby pay of \$25 per day for Mondays to Fridays, and standby pay of **\$50.00** per day for Saturdays, Sundays and holidays.

11.01 Overtime Definitions

- (a) "overtime" means Employer-authorized work in excess of thirty-seven point five (37.5) hours per week or seven point five (7.5) hours per day.
- (b) "time and one-half" means one and one-half (1.5) times the straight time hourly rate for the employee as provided in Appendix "A".

11.02 Overtime Compensation

An employee is entitled to time and one-half compensation for each period of overtime she works in excess of thirty-seven point five (37.5) paid hours per week or seven point five (7.5) hours per day.

11.04 No Layoff to Compensate for Overtime

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

12.01 Travel Reimbursement

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

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

13.04 Holiday Pay

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

13.08 Holiday Falling on a Saturday or Sunday

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

14.02 Vacation Pay

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

15.02 Amount of Sick Leave

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

16.01 Education and Training

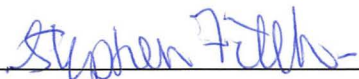
- (a) The Employer recognizes that continuous education is of benefit to the Employer, the employees and clients. Office Employees may be required to take advantage of continuing education programs. Office Employees are encouraged to take advantage of relevant workshops offered in the community and may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

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

**Antigonish and Area
Homemaker Service**



Kerry Rayner


Cheryl Tschupruk


Stephen Filek



Erin Chaisson

**Nova Scotia Government
and General Employees Union**


Corry Mac Kinnon, Lead Negotiator


Jackie Brown, Local 36


Amanda Lawrence, Local 36


Darlene Mattie, Local 36