

**REGION OF QUEENS HOME SUPPORT**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3885**

**April 1, 2012 – March 31, 2015**

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## **PREAMBLE**

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To provide care for clients in a safe, consistent, effective and efficient manner by the most appropriate care giver, in accordance with the Guidelines listed in Articles 17.07, 17.08 and 17.09.
- 3) To recognize the mutual value of joint discussions in matters pertaining to working conditions, employment, services, etc., and collective bargaining negotiations.
- 4) To encourage efficiency in operations.
- 5) To promote the morale, well being, security and to maintain the confidentiality of information of all employees in the employ of the Region of Queens Home Support.

It is now desirable that matters pertaining to the working conditions of employment be drawn up in a collective agreement.

## **ARTICLE 1 - MANAGEMENT RIGHTS**

- 1.01 The Union recognizes that the Employer has all rights and authority to operate, manage and to direct the workforce, subject to the express terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.
- 1.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of her employment, except through just cause.
- 1.03 The Employer shall inform the Union of any relevant motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors or Administration, which affect the members of this Union.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3885 as the sole and exclusive collective bargaining agent for all of its full-time and regular (shown as part-time in the LRB certification order) home support workers, except casual home support workers, the Executive Director, office employees and those excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the Nova Scotia *Trade Union Act*.
- 2.02 Work of the Bargaining Unit - Persons whose jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit, except in cases of emergency or when regular employees are not available or for training purposes or in cases mutually agreed upon by the parties.
- 2.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall, with permission, have access to the Employer's premises (offices) in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld.
- 2.04 No employee shall be permitted or required to make a written or verbal agreement with the Employer or her representatives which may conflict with the terms of this Collective Agreement.
- 2.05 The Union shall notify the Employer of the names of the Union Representatives, Bargaining Unit Negotiating Committee and any other committee members, eg. Occupational Health and Safety, Labour Management.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 An employee shall mean the following:
- 1) **Full-time employee** - means an employee is employed on a continuous basis. Full-time employees are scheduled and paid, subject to other provisions of this Agreement, a minimum of seventy hours in a bi-weekly period. Employees may be scheduled to work up to a maximum of eighty (80) hours per pay period.
  - 2) **Regular employee** - means an employee who is employed on a continuous basis and who is regularly scheduled to work less than the schedule for a full-time employee. Subject to eligibility requirements of the benefit plans, a regular employee shall be entitled to benefits on a pro-rata basis in accordance with Appendix "A".

3) **Casual employee** - means an employee who is employed on a day to day on-call basis. Casual employees will be called to work in the event that no bargaining unit employees are available in accordance with Article 17.04. In the event that no bargaining unit employees are available, the Employer may schedule a casual employee to cover the available hours.

3.02 **Office Day** - means Monday to Friday, 8:30 am to 4:30 pm but excludes holidays.

3.03 **Weekend** – means Friday at 6:00 pm to Monday 8:00 am.

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer and the Union agree that they shall not, where contrary to the Nova Scotia *Human Rights Act*, discriminate, interfere, restrict or exercise or practice coercion with respect to any employee in the matter of hiring, wage, rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, sexual orientation, place of residence, nor by reason of her membership or activity in the Union.

4.02 Where an Employee is unable to perform her job duties due to a disability or another protected ground under the Nova Scotia *Human Rights Act*, the Employer and the Union have a duty to accommodate that employee up to the point of undue hardship, so long as that employee is actively participating in the accommodation process.

#### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

5.01 All current and future employees, as per Article 2.01, are covered by this Agreement and, as a condition of continuing employment, shall become and remain members in good standing of the Union.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

6.01 The Employer shall deduct Union fees from every employee covered by this agreement.

6.02 The Union will inform the Employer of the deductions to be made under 6.01.

6.03 Deductions shall be made monthly from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 15<sup>th</sup> day of the month

following accompanied by a list of all employees whose wage deductions have been made and the total earnings for these employees for that pay period.

- 6.04 When Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of union dues paid by each Union member in the previous year.

#### **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 7.01 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 7.02 Upon commencing employment, an employee's immediate supervisor shall inform the new employee of the name of her Union Representative. The Union Representative shall provide her with a copy of the Collective Agreement.
- 7.03 Without loss of pay, a representative of the Union shall be given an opportunity of up to one (1) hour to in-service new bargaining unit employees, during orientation of new staff, for the purpose of acquainting them with the benefits and duties of Union membership. Where reasonably possible, the Union shall be given this opportunity on the first day of orientation. The Employer shall not be responsible for any expenses (including mileage) to in-service new bargaining unit employees.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the Parties, arising out of this Agreement shall pass to and from the Executive Director and the President of the Union. A copy of any correspondence between the Employer or her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or her designate, and the Employer.

#### **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

- 9.01 The Labour Management Committee shall be established consisting of two (2) representatives from the Union and two (2) from the Employer. The Committee shall enjoy full support of both parties in the interests of improved service to the public and job security for the employees. The Committee shall discuss matters of mutual concern which include but are not limited to:
- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.

- 2) Improving and extending service to the public.
  - 3) Promoting safety and sanitary practices.
  - 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
  - 5) Correcting conditions causing misunderstandings.
- 9.02 The Committee shall meet every second month (or more or less frequently as mutually agreed) at a mutually agreeable time during normal working hours. Agenda items for the meeting will be submitted to the chair no less than five (5) office days before the meeting and an agenda will be produced two (2) office days before the meeting. The parties may mutually agree to more meetings as necessary to be scheduled at a mutually agreeable time. The party requesting the meeting shall provide notice and an agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall be paid for time spent with this committee.
- 9.03 An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Responsibility for taking minutes shall alternate between parties and be distributed within ten (10) office days following the meeting.
- 9.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.05 The Employer agrees that before any final decisions are made relating to Agency policy or Agency conditions of employment that would affect employees in the Bargaining Unit, the Union will be given the opportunity to express their concerns.

## **ARTICLE 10 - BARGAINING RELATIONS**

- 10.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.
- 10.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than three members and one alternate of the Union. The Union will notify the



Employer in writing, at least two (2) weeks prior to the commencement of bargaining, of the Union members of the Committee.

- 10.03 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.
- 10.04 Employees on the Union bargaining committee shall not suffer loss of pay or benefits when participating in bargaining sessions with the Employer.
- 10.05 Upon written request, the Employer shall make available to the Union non-confidential information required by the Union for collective bargaining purposes.

## **ARTICLE 11 - COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURES**

### **11.01 Union Representatives**

- (a) The Union may select a Union Representative and an alternate to represent employees throughout the complaint, grievance and arbitration procedures. Only one Union Representative at a time may deal with an issue arising out of the Union Representative's duties.
- (b) The Union shall notify the Employer in writing of the name of each Union Representative before the Employer shall be required to recognize her.
- (c) The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties during the complaint, grievance and arbitration procedures.
- (d) The Union recognizes that each Union Representative is employed by the Employer. The Union Representative and alternate shall obtain the permission of her supervisor or designate before leaving her normal work duties to perform duties as a Union Representative. Such permission shall not be unreasonably denied. Upon resuming normal work duties, the Union Representative or alternate shall notify her Supervisor or designate.
- 11.02 **Complaint Stage:** An employee having a question or complaint shall refer it to their immediate Supervisor within five (5) office days of becoming aware of the occurrence leading to the question or complaint. The Supervisor shall reply to the employee within five (5) office days from the date of submission. Upon request, an employee has the right to have a Union Representative present during any discussion with the Employer concerning a complaint.

11.03 **Grievance Stage:**

- (a) If the Supervisor's reply to a complaint is unsatisfactory to the employee who made the complaint and if the complaint concerns an alleged violation of the Collective Agreement, the employee may proceed to the Grievance Stage.
- (b) A grievance shall be defined as a violation of the Collective Agreement or any mutually agreed changes to the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance the question shall be taken up through the grievance procedure and determined if necessary by arbitration:

**Step 1:** The employee having a grievance may, with the Union Representative, submit the grievance in writing, including the detailed nature of the grievance including references to articles of the Collective Agreement allegedly violated, to the Executive Director within ten (10) office days. The Executive Director shall reply to the grievance in writing within ten (10) office days. At each step of the grievance procedure the grievor has the right to be present.

**Step 2:** Failing settlement being reached in Step 1, within ten (10) office days the Union may submit the written grievance to the Board of Directors to be addressed within ten (10) office days at a special or the next regular meeting of the Board of Directors. The Union may make a verbal presentation and discuss the grievance at the meeting. The Board of Directors shall render their written decision within ten (10) office days after the meeting.

**Step 3:** It is understood that the parties may submit the grievance to arbitration within ten (10) office days after completion of Step 2.

- (c) **By-Pass to Step 1:** In the following circumstances, the grievance procedure may be initiated at Step 1 by submitting the grievance in writing, including the detailed nature of the grievance and including references to articles of the collective agreement allegedly violated, to the Executive Director within ten (10) office days of becoming aware of the occurrence:
  - (i) When either party disputes the general application or interpretation of this agreement, which shall be referred to as a policy grievance;
  - (ii) Where the grievance is originated by the Union and its Representatives on behalf of an employee or group of employees; or

- (iii) Grievances concerning lay-offs and recalls.

11.04 **Arbitration Stage:**

- (a) Any matter referred to arbitration shall be heard by a sole arbitrator appointed by the mutual consent of the parties. Should the parties fail to agree, the Arbitrator shall be appointed by the Minister of Labour and Advanced Education of the Province of Nova Scotia upon the application of either party. The decision of the Arbitrator shall be binding on both parties.
  - (b) The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. Where the Arbitrator determines the penalty imposed was unreasonable, the imposed penalty may be modified or set aside but the Arbitrator shall not have the power to add, subtract or modify any terms of this Agreement.
  - (c) Should the parties disagree as to the meaning of the Arbitration decision, either party may apply to the Arbitrator to clarify the decision, which it shall do within ten (10) office days.
  - (d) Each party shall pay an equal share of the fees and expenses of the Arbitrator.
- 11.05 The time limits throughout the grievance and arbitration stages are directory, but may be extended by mutual consent of the parties.
- 11.06 Neither party shall interfere with the other party's ability to interview employee(s) concerned as potential witness(es) during the grievance or arbitration procedures.
- 11.07 If, after both parties have been given the opportunity to argue the issue before the arbitrator, the arbitrator decides it would be relevant to the disposition of the grievance to "take a view" of the Employer's premises or where both parties agree that the arbitrator should "take a view" of the Employer's premises, the Employer shall make all reasonable arrangements to permit the arbitrator's access.
- 11.08 There shall be no access to a client's home. The only exception is if, after both parties have had the opportunity to argue the issue before the arbitrator, the arbitrator decides it is necessary to the disposition of the grievance to "take a view" of a client's home, in such case the arbitrator shall contact Continuing Care Nova Scotia with the request to "take a view" of the client's home. No access shall be allowed unless the client or the client's designated guardian has provided express written permission to Continuing Care Nova Scotia.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

- 12.01 An employee shall have the right to have the Union Representative present at any disciplinary meeting. Where the Employer intends to impose discipline, the Employer shall notify the employee in advance in order that the employee may contact her Union Representative, provided that this does not result in undue delay of the appropriate action being taken. The Employer shall not be responsible for any expenses incurred by the Union Representative to attend such a meeting, however, the Union Representative shall not suffer loss of pay for scheduled hours while attending a disciplinary meeting.
- 12.02 No regular or permanent employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for with just cause. After an employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days, provide written particulars to the employee and the President of the Union.
- 12.03 Any formal entry to an employee's personnel file that is of a disciplinary nature shall not be placed on the employee's personnel file without the prior knowledge of the employee affected.
- 12.04 Upon written request, an employee shall have the right to have access to and review her personnel file at a mutually agreed time.
- 12.05 Upon written request, an employee has the right to have disciplinary matters removed from the employee's file after the expiration of eighteen (18) months from the date that it was issued if there was no other disciplinary action taken of a similar nature during the eighteen (18) months with the exception of matters of client abuse or theft which shall not be removed.

## **ARTICLE 13 - SENIORITY**

- 13.01 Seniority is defined as the length of employment in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, non-disciplinary demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining-unit-wide basis.
- 13.02 The Employer shall maintain one (1) seniority list of full-time and regular employees, showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.

Upon presentation of proof of error regarding the seniority of an employee by an employee or the Union or the Employer, such error shall be corrected. 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.

- 13.03 A person entering a regular position shall be on probation for a period of 450 hours from the date the position commences. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date the employee started in the position. New employees, upon confirmation of their appointment and prior to assignment, shall participate in up to thirty-five (35) hours of orientation depending on qualifications and experience, with pay.
- 13.04 An employee shall not lose previously acquired seniority rights when absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose her seniority in the event:
- 1) the employee is discharged for just cause and is not reinstated.
  - 2) the employee resigns in writing and does not withdraw his resignation within one (1) working day.
  - 3) the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
  - 4) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address. An employee may refuse to work upon being recalled three (3) times. On the fourth refusal, the employee may lose her recall rights. "Casual shifts" shall not be considered "bargaining unit" shifts, so a laid off employee may refuse any "casual shifts" without such refusal affecting her recall rights.
  - 5) the employee is laid off for a period longer than twelve (12) months.
  - 6) the employee retires by reason of age or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan.

13.05 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit, or the employer may transfer the employee back to the bargaining unit, during this trial period, which shall be a maximum of three (3) months (450 hours). If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority. Upon such a return, the employee shall be scheduled hours in accordance with Article 17.04. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

#### **ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

14.01 (a) When a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of two (2) weeks, so that all members will know about the vacancy or new position. A copy of the posting shall be sent to the President of the Union. If the posting is for a full-time position, the Employer shall send a memo indicating such to each bargaining unit employee.

(b) When a vacancy occurs or a new position is created, outside of the bargaining unit, the Employer will, as a courtesy, post a notice of such position on the bulletin boards.

14.02 Such notice shall contain the following information: nature of position, qualifications, hours of work will be variable, wage or salary rate. Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 (a) The Employer shall have the right to fill a position on a temporary basis until an appointment has been made.

(b) Temporary full-time vacancies of more than two months in duration shall be offered to regular employees on the basis of seniority. The appointment shall be made no later than three (3) weeks following the vacancy.

14.04 Both parties recognize:

1) The principle of promotion within the service of the Employer.

2) That job opportunity should increase in proportion to length of service and/or qualifications and experience as set out in the job description.

Therefore, in filling vacancies or new positions within the bargaining unit, no candidate outside the bargaining unit shall be considered until all internal applications have been fully processed in the following manner:

- (a) Where the vacancy or new position is of the existing Home Support Worker classification, the Employer shall select the applicant with the greatest seniority and having the required qualifications.
- (b) In the event that a new classification is created and where the vacancy or new position is of the new classification, the Employer shall select the applicant who best meets the stated qualifications, skills and abilities, provided the qualifications, skills and abilities are relevant to the vacancy to be filled. In the event that these factors are relatively equal for two or more employees, the employee with the greatest seniority shall be selected.

Appointments from within the bargaining unit shall be made no later than six (6) weeks of posting.

- 14.05 If the applicant with the most seniority for a promotion within the bargaining unit does not have a required qualification at the time of posting and is scheduled to complete the qualification within three (3) months, the Employer, where possible, shall postpone the selection for up to three (3) months.
- 14.06 All applicants and the President of the Union shall be notified when the appointment is made.
- 14.07 A successful candidate from the bargaining unit shall be placed on trial for a period of four hundred fifty (450) hours. Conditional on satisfactory service, the employee shall be declared permanent after the period of four hundred fifty (450) hours. In the event the successful candidate proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority. The trial period of an employee may be extended by mutual agreement.
- 14.08 A successful candidate from outside the bargaining unit shall be placed on probation for a period of four hundred and fifty (450) hours. Conditional on satisfactory service, the employee shall be declared permanent after the period of four hundred and fifty (450) hours. In the event the successful candidate proves unsatisfactory in the position during the probationary period, or if the employee is

unable to perform the duties of the new position, the Employer may discharge the employee. The probationary period may be extended by mutual agreement.

## **ARTICLE 15 - EDUCATION AND TRAINING**

### **Required Training**

- 15.01 Each employee shall participate in provided in-service training as required.
- 15.02 Training requirements shall be developed at the time of and in concert with the annual performance appraisal.
- 15.03 Where, due to a recognized training deficiency or an urgent specific client need, the Employer determines that an employee requires particular training (either provided in-service or external training) the Employer may assign the employee to the training required which shall not be a violation of 15.06.

### 15.04 **Required Education**

- (a) The Employer shall provide and fund any Employer required training/education for an employee.
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.
- (e) Employees are expected to carpool where possible. The Employer shall only reimburse kilometres to the minimum number of cars necessary to transport the Employees.

### **Voluntary Training**

- 15.05 (a) The Employer shall post any job related training courses for which employees may be interested. The bulletin shall contain as much information as possible such as: type of course (subjects and material covered), time, duration, location of the course, minimum qualifications required for



applicants, if the course shall be paid for by the Employer and, if paid for, the number of employees the Employer may select. It is at the discretion of the Employer whether a voluntary course shall be paid for and, if so, the number of employees it may select to send.

- (b) Where possible, this bulletin shall be posted for a period of two (2) weeks on Bulletin Boards to afford all interested employees an opportunity to apply for such training.

15.06 Where the Employer has decided to pay for and send a certain number of employees to the job related training course, the Employer shall select applicants relatively equally, where possible, from the seniority list on a rotational basis (of those who have applied) In such a case, time spent at the course shall be compensated as time worked.

15.07 Where an employee requests to attend a job related training course on a voluntary basis, where operationally feasible, the Employer shall attempt to accommodate the request as an unpaid leave, allowing a vacation day or allowing the use of a banked day.

#### **ARTICLE 16 - LAY-OFFS AND RECALLS**

16.01 (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

- (b) When a layoff is going to occur, a member of the bargaining unit may request a voluntary lay-off.

16.02 Employees shall be recalled in the order of their seniority.

16.03 New employees shall not be hired until those laid off have been given an opportunity of recall.

16.04 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, she shall be paid for the days for which work was not made available.

16.05 The Employer agrees to pay the full premiums for all employee benefit plans for employees laid off for periods of less than one month. In the event of a longer layoff, employees shall have the right to continue this coverage, provided they pay

100% of the cost of the premiums, in accordance with the terms of the respective plans.

## **ARTICLE 17 - HOURS OF WORK AND SCHEDULING**

### **Hours of Work**

17.01 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. The hours of work for full-time employees shall normally be seven (7) hours per day, thirty-five (35) hours per week. Regular employees hours of work shall normally be up to a full-time employee, as scheduled according to 17.07, 17.08 and 17.09.

#### **17.02 Paid Breaks**

- (a) The following hours worked each day shall be used for calculating paid breaks (which includes meal breaks and rest breaks) : scheduled client hours; allotted paperwork time; travel time between clients; and attendance at meetings and in-house training required by the Employer.
- (b) The Employer shall allot to each employee the following paid break time based on total hours worked each day:
- For a four (4) hour day - fifteen (15) minutes paid
  - For a five (5) hour day - thirty (30) minutes paid
  - For a six (6) hour day - forty-five (45) minutes paid
  - For a seven (7) hour day or more - sixty (60) minutes paid
  - And for every four (4) hours beyond, an additional fifteen (15) minutes paid.

17.03 Employees shall be allotted five (5) minutes per client visit as paid paperwork time. In addition, employees will be allotted fifteen (15) minutes for each incident report completed.

Employees shall be allotted one (1) minute for each kilometer traveled between clients which is reimbursed pursuant to Article 29.02 (v).

- 17.04 (a) Employees shall receive two (2) consecutive days off each week unless mutually agreed otherwise.
- (b) Weekend Rotation – Subject to operational requirements, employees who, at the date of signing of this collective agreement, are on a rotation which includes two weekends off in three or one weekend off in two will remain on

that rotation. Subject to operational requirements, all new employees will be placed on a rotation which includes a minimum of one weekend off in two. Employees moving into full-time positions will be granted two weekends off in three. Full time employees moving to a regular position will be granted one weekend off in two.

- 17.05 Except where an Employee has client hours in the evening, employees shall have at least eight (8) hours rest between shifts unless otherwise mutually agreed.
- 17.06 (a) Where an employee has no scheduled hours on a day and is subsequently assigned hours on that day, the employee shall be guaranteed a minimum of two (2) hours pay for that day.
- (b) After an employee has completed their scheduled hours of seven (7) hours or more for the day and is called out from their home by the employer and is required to work additional hours that same day, these additional hours will be paid at time and one half (1 ½) plus mileage and travel time.

### Scheduling

#### The Posted Schedule

#### 17.07 The Assignment of Clients and the Assignment of Hours

The goal of Queens Home Support, the Union and the employees is that care to clients is delivered in a safe, consistent, effective and efficient manner by the most appropriate care provider. The parties consider the assignment of clients and the assignment of hours separately. The Union acknowledges that the assignment of clients is a management right. The Employer acknowledges that seniority is the primary factor in the assignment of hours.

- (a) The Scheduler shall schedule for two (2) weeks at a time. The schedule shall be provided to the employees by Friday at noon prior to the start of the scheduled week. The bi-weekly schedule is only tentative and is subject to change.
- (b) During all Holidays as defined in 19.01, and on all weekend rotations (Saturday and Sunday), employees will not be required to do a housekeeping visit.

The Employer shall follow the following procedure when preparing the bi-weekly schedule.

17.08 **Assigned Clients**

The parties agree that management shall follow Continuing Care Nova Scotia standards for quality service in assigning clients which include the following factors:

- a) the client's needs and concerns;
- b) the practice of the primary care provider concept which is continuity of care through assigning the same employee(s) as appropriate to provide service to a client over time;
- c) assignment of an employee to a client based on the employee's skills and knowledge;
- d) geographical considerations;
- e) the client's compatibility with the employee; and
- f) the employee's availability; and
- g) the employee's seniority.

17.09 **Assigned Hours**

- (a) Assigned Hours List - Once the clients have been assigned, the Scheduler shall make a reasonable estimation of the corresponding travel time, paperwork time and breaks then reviews the assignment to ensure the assigned hours fall in descending order according to seniority. The Scheduler shall make all necessary changes to the assigned clients in accordance with the factors in 17.08 in order to ensure the assigned hours reasonably fall in descending order according to seniority. This shall be referred to as the Assigned Hours List.
- (b) Shortages - Where the Scheduler has exhausted all reasonable options but is unable to assign more hours to a Senior Employee than a Junior Employee and that shortage is in excess of three (3) hours, the Scheduler shall indicate on the Senior Employee's schedule that fact and the number of hours short. The Employer guarantees to make up a shortage in excess of three (3) hours to the affected employee within the next two pay periods.

To make up a shortage, the Employer will:

- (i) offer the employee affected make up hours with any additional hours arising during that schedule;

- (ii) once the current schedule ends, the Employer may either offer the employee affected make up hours with additional hours arising after a schedule has been posted; or schedule the make up hours.

The Employer shall indicate the number of make up hours provided on the Senior Employee's schedule. Make up hours shall not be considered part of the Assigned Hours List.

If the Employer has offered make up of shortage hours twice to an employee and the employee has declined those hours, the Employer has satisfied its obligation to offer those hours. If the employer has attempted to contact an employee on three (3) separate occasions to offer make up hours but is unable to reach the employee, the employer has satisfied its obligation to offer those hours.

- (c) After employees have received their bi-weekly schedules, the bi-weekly flow sheet shall be posted.

#### 17.10 **Exceptions**

- (a) An employee who wishes to regularly work fewer than five days per week, shall submit their request to the Employer in writing. Such requests shall not be unreasonably denied. Granting a request for limiting the number of days worked per week will correspondingly reduce the Employer's obligation under this Article 17 to schedule up to thirty-five (35) hours of work per week in accordance with Article 17.07.
- (b) An employee who wishes to otherwise limit their availability (ie. Other than by the number of days per week in 17.10 (a) above) during any bi-weekly schedule, will not be scheduled hours on the basis of seniority. These employees will be scheduled, in order of seniority, up to their available hours prior to casuals being scheduled.
- (c) A Junior Employee may have more hours than a Senior Employee where the Junior Employee has accepted hours from other employees in accordance with 17.16.
- (d) A Junior Employee may temporarily have more scheduled hours than a Senior Employee where there is an authorized temporary increase in service of a Junior Employee's client due to waiting placement, adult protection, end stage palliative, post surgery, where a client requires specific procedures of which the Senior Employee is not current and family caregiver illness. With the exception of end stage palliative care which may be longer, the

discrepancy shall not exceed two consecutive schedules unless mutually agreed with the Union.

### **After Schedule Posted**

#### **17.11 Loss of Current Schedule Hours**

(a) **More Than 24 Hours Notice of Cancellation**

After an employee has received her bi-weekly schedule, if the employee has scheduled client hours reduced or cancelled in these given weeks, every effort will be made to offer replacement hours as the hours become available, and in order of seniority.

If replacement hours cannot be found within that pay period, the employee has the option of replacing those hours with vacation hours or banked hours, provided the employee has those hours available.

(b) **Less than 24 Hours Notice of Cancellation**

After an employee has received her bi-weekly schedule, if the employee has scheduled client hours reduced or cancelled in these given weeks with less than 24 hours notice, every effort will be made to offer replacement hours as the hours become available, and in order of seniority.

If replacement hours cannot be found within that pay period, the employee will receive a payment of one-half hour per cancelled visit at their regular rate and has the option of replacing the balance of those hours with vacation hours or banked hours, provided the employee has those hours available.

#### **17.12 Client Hours Cancellation Without Prior Notice**

(a) Where an employee arrives at a client's home for a scheduled client visit and the employee finds that the client hours are cancelled without prior notification, the employee shall immediately notify the Employer of that cancellation. The employee shall be paid for applicable travel time and kilometres. The Employer shall provide an alternate assignment within the pay period. If the Employer is unable to provide an alternate assignment, the hours lost shall be paid.

(b) **Client hours Cancelled During Service** – Where an employee has started the client's shift and circumstances arise that the shift is cancelled, the employee shall immediately notify the Employer of that cancellation. The employee shall be paid for applicable travel time and kilometres. The Employer shall provide an alternate assignment within the pay period. If the Employer is unable to provide an alternate assignment, the hours lost shall be paid.

## **General**

### **17.13 Other Work Related Assignments**

The Employer may require:

- (a) an employee to accept other work related assignments to make up a shortage on the schedule as defined by Article 17.09; where there has been a cancellation of client hours without prior notice; or
- (b) a full-time employee to accept other work related assignments not to exceed eighty (80) hours in two (2) weeks where the full-time employee has experienced any reduction of hours.

### **17.14 Relief From Stressful Client Situations**

Where an employee finds herself scheduled to work in the home of a physically demanding or mentally demanding client, on a three (3) day per week basis or more, and feels a strong need to be cut back or removed from this client, after discussion with the Employer and no resolution coming, she may file a written request for removal or reduction which shall be granted within one (1) month or less of filing.

### **17.15 Night Shifts**

Employees who have notified the Employer in writing of their desire to work night shifts shall be given priority in the assignment of night shifts in accordance with 17.08. Where additional employees are necessary, night shifts shall be scheduled in accordance with 17.08 and 17.09.

### **17.16 Employee Initiated Change in Client Hours**

- (a) Employees must attain pre-approval to exchange client hours, to give client hours to another employee, or to rearrange the employee's own client hours.
- (b) To gain pre-approval, the employee(s) involved must call the office with the specific request of change.
- (c) Where operationally feasible (based on the factors in 17.08) the Employer shall grant permission.
- (d) Except where exempted by Employer policy, any employee(s) involved in the specific arrangement must complete and submit the change of hours form.
- (e) The Employer will not be responsible for any additional expenses incurred as a result of an employee(s) initiated change in client hours.

- (f) Where an employee calls in sick for that day, the Employer is responsible to replace the worker or contact the client and/or advise them the client hours are cancelled or changed to another day.

**17.17 Shift Premium**

All employees shall receive a shift premium of \$1.75 per hour for all regular hours worked between 1800 hours and 0600 hours.

**17.18 Weekend Premium**

All employees shall receive a weekend premium of \$1.75 per hour for all regular hours worked between midnight Friday and midnight Sunday.

**ARTICLE 18 – OVERTIME**

- 18.01 Time worked beyond twelve (12) hours in one day or eighty (80) hours in two (2) weeks shall be considered overtime.
- 18.02 Time worked for the purposes of calculating overtime is considered scheduled client hours, allotted paperwork time, travel time between clients, allotted paid break time, attendance at meetings required by the Employer, attendance at and reasonable travel time to training courses required by the Employer to a maximum of seven (7) hours in one (1) day.
- 18.03 Overtime shall be compensated at the rate of time and one half (1.5x) of the employee's regular hourly rate.
- 18.04 Overtime shall be paid to the employee except where an employee requests in writing that overtime be accumulated and, instead of paid, be taken as time off at a mutually agreed date and this request is granted. This request will only be granted if the granting of time off is operationally feasible.
- 18.05 An employee shall not be required to give up scheduled hours to equalize any overtime worked.
- 18.06 The Employer shall endeavor to keep overtime to a minimum. Where the Employer must pay overtime because no employees are available to work at regular rate, the overtime hours shall be offered in order of seniority.
- 18.07 The rescheduling of cancelled client hours or the make-up of shortage hours shall not incur overtime rates if the rescheduling exceeds eighty (80) hours in a two (2) week period.



18.08 An officer from the bargaining unit may, by appointment, review schedules of all employees who have worked more than their scheduled hours at the Employer's office periodically to a maximum of once per month.

**ARTICLE 19 - HOLIDAYS**

19.01 The Employer recognizes the following as paid holidays for full-time employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 <sup>st</sup> Monday in August	

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal governments if applicable to employees.

Regular employees will receive their holiday entitlement on a pro-rata basis pursuant to Appendix "A".

19.02 A regular or full-time employee who is required to work on the date of a recognized holiday shall be paid at the rate of time and one half (x1.5) the employee's regular hourly rate for each hour worked. Such hours shall be paid, unless the employee requests for the hours to be banked and the Employer approves the request. Additionally, a full-time employee who is required to work on the date of a recognized holiday shall have a paid day off banked.

19.03 Where a recognized holiday falls on a regular or full-time employee's scheduled day off and the employee is required to work on that recognized holiday without being given seventy-two (72) hours notice, the employee is entitled to be paid at the rate of two (x2) times the employee's regular hourly rate for each hour worked. Such hours shall be paid, unless the employee requests for the hours to be banked and the Employer approves the request. Additionally, a full-time employee who is required to work on the date of a recognized holiday shall have a paid day off banked.

19.04 Where a recognized holiday falls on a full-time employee's scheduled day off, the employee has a paid day off banked.

19.05 An employee's banked day(s) off shall be scheduled by mutual agreement between the Employer and the employee. Any accumulated banked days must be utilized by

the employee within the fiscal year, otherwise the Employer shall pay the employee for the unused day.

- 19.06 Holiday pay and banked days shall be paid to full-time employees on the basis of seven hours at the regular rate of pay. Holiday pay and banked days shall be paid to regular employees on a pro-rated basis as per Appendix "A".
- 19.07 The Christmas/Boxing Day and New Year's Rotation will be followed as per Appendix "B".
- 19.08 (a) When scheduling employees to work on a Holiday, other than those Holidays covered by Appendix "B", the Employer will initially schedule the number of required employees in order of seniority. For subsequent Holidays, the Employer will schedule the required number of employees rotationally beginning with the next person on the seniority list.
- (b) Any request for sick time on a Holiday as outlined in 19.08 (a), where the employee is scheduled to work based on the rotation must be accompanied with a physician's certificate, and they will remain at the top of the list of their current rotation.
- (c) Employees may give hours away and this will not affect their placement on the rotation.

## **ARTICLE 20 - VACATIONS**

20.01 The vacation year shall be April 1<sup>st</sup> to March 31<sup>st</sup>. The vacation credits earned in one (1) vacation year shall be used in the following vacation year. An employee may carry over up to five (5) days vacation credits upon prior approval of the Employer due to special circumstances. Employees shall be entitled to vacation time off on the following basis:

- less than one (1) year - at the rate of ten (10) working days pro-rated for the number of completed months in the vacation year.
- after one (1) year - at the rate of ten (10) working days
- after two (2) years - at the rate of fifteen (15) working days
- after seven (7) years - at the rate of twenty (20) working days
- after fifteen (15) years - at the rate of twenty-five (25) working days

after twenty (20) years - at the rate of thirty (30) working days

An employee must have the requisite years of paid service completed prior to their anniversary date of hire in order to receive the next higher number of days.

An employee shall accumulate vacation pay entitlement on the following basis: actual number of hours worked by the employee in a given month, divided by the actual number of full-time hours that month, multiplied by:

- decimal thirty three (0.33) - during the first six months
- decimal eighty three (0.83) - each year after one year
- one and a quarter (1.25) - each year after two years
- one decimal sixty-seven (1.67) - each year after seven years
- two decimal zero eight (2.08) - each year after fifteen years
- two and a half (2.5) - each year after twenty years

20.02 Regular employees shall earn vacation credits on the same basis as full-time employees but shall be paid on a pro-rata basis according to Appendix "A". Regular employees shall have the option of receiving vacation pay on a bi-weekly basis, in addition to their regular pay, in lieu of vacation time off.

20.03 If a paid holiday falls on or is observed during an employee's vacation period, she shall have an additional vacation day with pay added to her vacation at the employees' request or at a time mutually agreeable between the Employer and the employee.

20.04 An employee terminating her employment at any time in her vacation year before she has had her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

20.05 **Vacation Scheduling:**

- (a) The employee shall advise the Employer in writing of her vacation preference as soon as possible for the following vacation year before March 15<sup>th</sup> in each year. Subject to (b) and (d), subsequent requests for vacation time will be considered on a first request basis.
- (b) Where operational requirement necessitates a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with the greatest length of seniority.

- (c) Where operational requirements permit, an employee shall be entitled to receive her vacation in an unbroken period, unless mutually agreed upon between the employee and the Employer. Where operational requirements necessitate a decision by the Employer to restrict the number of unbroken vacations permitted, preference shall be given to employees with the greatest length of seniority.
- (d) The Employer shall post the approved vacation schedule no later than April 1<sup>st</sup> and it shall not be changed except by mutual agreement between the Employer and the employee.
- (e) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees by seniority.
- (f) Vacation time granted at Christmastime shall be as per Appendix "B".
- (g) Employees may not book in excess of ten (10) consecutive working days off during peak vacation periods (June, July, August and September). The employee's additional days, if any, can only be booked when all employees have had their selections made, in order of seniority.
- (h) Where applicable, vacation will start Friday at 8:00 pm and end Monday at 8:00 am for unbroken vacation periods of two weeks or more.

20.06 If an employee is seriously incapacitated by an illness for a period of not less than three (3) consecutive days during a period of vacation and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and her vacation credit shall be restored to the extent of that sick leave.

## **ARTICLE 21 - SICK LEAVE**

21.01 Sick leave is an indemnity benefit and not an acquired right. An employee shall be entitled to sick leave where the employee is unable to work due to illness or injury or where a medical practitioner determines that an employee poses a risk to transmit a contagious disease to clients. An employee who is absent from work on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving compensation for that day and providing that the employee has sufficient sick leave credits.

21.02 Employees who have completed the probationary period as outlined herein will be permitted a sick leave allowance. When an employee is placed on the seniority list

as a result of having completed the probationary period, the employee will start earning sick leave credits. For full-time employees, sick leave credits will be accumulated at the rate of ten and a half (10.5) hours per month until a maximum of eight hundred and eighty (880) hours has been reached. Sick leave shall be pro-rated for regular employees in accordance with Appendix "A".

- 21.03 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) days at one time or more than nine (9) days in total in any one fiscal year certifying that such employee is unable to carry out her duties due to illness. Where the employee is required to submit a detailed medical form or report, (excluding sick notes) the Employer will, upon presentation of a receipt, reimburse the direct cost of any such medical form or report in excess of those costs covered by an insurance plan of the employee.
- 21.04 An employee who is unable to report to work due to illness or disability, shall inform the employer as early as possible, but not later than two hours before the employee's first scheduled client visit, except under extenuating circumstances.
- 21.05 Within a reasonable time period after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to her credit.
- 21.06 When an employee is given a leave of absence for any reason she shall not accumulate/receive sick leave credits for the period of such absence but shall retain her cumulative credit.
- 21.07 Where an employee is absent from work on an approved sick leave and has exhausted her sick leave credits, the Employer, upon written request, may grant an unpaid leave for a period not to exceed one (1) year.
- 21.08 (a) Employees shall arrange medical and dental appointments outside normal working hours, if possible. Employees shall request approval for the time off as far in advance as possible so that staff adjustments can be made.  
  
(b) Time off for such appointments shall be deducted as actual hours scheduled off.
- 21.09 Where no other person than the employee can provide for the needs of an immediate family member, an employee shall be entitled after notifying her supervisor, to use a maximum of thirty-five (35) hours accumulated sick leave per annum for the purpose of making arrangements such that the employee can return to work as soon as possible. A medical certificate may be required if the absence exceeds three (3) days.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **Union Leaves**

22.01 Upon written request to the Employer fourteen (14) calendar days prior to the commencement of the proposed leave, the Employer shall grant the following union leaves:

- (a) not more than two (2) employees elected or appointed to represent the union at conventions;
- (b) not more than three (3) employees elected or appointed to represent the union at recognized labour educational courses (the Employer shall not be required to provide more than four (4) weeks leave, in total, for all employees in any one calendar year for Union paid educational courses);
- (c) employees to attend Executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the union is affiliated; and
- (d) an employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated for a period of one year. Such leave shall be renewed each year, on request, during her term of office.

Employees on the (a), (b) and (c) union leaves shall be entitled to all benefits of the collective agreement while on those union leaves. The Employer shall continue to pay those employees through the Employer's payroll. The Union local will repay the Employer one hundred and twenty percent (120%) of wages in lieu of all moneys & benefits paid to the employee while on those leaves. Article 22.09 shall apply to those employees on the (d) union leave.

### 22.02 **Public Service Leaves**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request to the Employer fourteen (14) calendar days prior to the commencement of the proposed leave, the Employer shall grant the following public service leaves:

- (a) employees who run as a candidate in federal, provincial or municipal elections; and
- (b) employees who are elected to public office, during her term of office.

Where the Employer must limit the number of employees on leave due to operational requirements, preference shall be given to employees with the greatest length of seniority. Public Service leaves are unpaid leaves. During a public service leave, an employee shall not accrue benefits or seniority, but shall not lose any accrued benefits or seniority to date of the leave.

22.03 **Bereavement Leaves**

(1) **Immediate Family**

An employee shall be entitled to up to five consecutive calendar days, starting the day of the death, of bereavement leave without loss of pay in case of death in the immediate family of the employee. An employee may apply to have one of the five consecutive calendar days saved to be used for the purpose of attending a service for the immediate family member at a later date. For the purpose of this clause, immediate family means: father, mother, sister, brother, husband, wife, common-law spouse, same-sex spouse, former guardian, daughter, son, father-in-law, mother-in-law, step-parents, grandparents, grandchild, sister-in-law, brother-in-law, stepbrother, step sister, son-in-law, daughter-in-law, foster child, step child, and any other relative who has been permanently residing in the employee's household or any person with whom the employee permanently resides.

(2) **Extended Family**

An employee shall be entitled to up to two consecutive calendar days, starting the day of the death, of bereavement leave without loss of pay in case of death in the extended family of the employee. An employee may apply to have one of the two consecutive calendar days saved to be used for the purpose of attending a service for the extended family member at a later date. For the purpose of this clause, extended family means: niece, nephew, aunt or uncle, grand-parents-in-law.

(3) The "in-law" and "step-relative" relationships referred to in this Article 22.03 will only be considered for bereavement leave in cases where it is a current relationship at the time the benefit is claimed.

(4) For clarity, in this Article 22.03, "brother-in-law" or "sister-in-law" means the spouse of the employee's sibling and "aunt" or "uncle" means the sibling of an employee's father or mother.

(5) **Out-of-Province**

In cases of out-of-province bereavement, an employee shall be entitled to up to two (2) additional consecutive calendar days of bereavement leave without loss of pay will be granted to attend the service.

(6) **Participation in Service**

An employee shall be entitled to up to one-half day leave of absence without pay to attend a service where the employee takes part in the service. Leave may be limited to two (2) employees on any one shift.

For regular employees, the bereavement leave will not be pro-rated as to the length of time granted. Their pay will be pro-rated in accordance with Appendix "A".

22.04 **Leave for Death of Co-Worker**

In the event of a death of a co-worker, the Union may have up to two employees attend the service, without pay. The Employer may allow more employees to attend the service without pay, provided adequate staffing is maintained.

22.05 **Court Leaves**

The Employer shall grant leave of absence without loss of pay to an employee who serves as a juror or a witness in a court proceeding. The Employer is entitled to any compensation paid to the employee for the same period of time, excluding compensation paid for travel, meals or other expenses. Where the Employer requires an employee to serve as a court witness in any matter arising out of her employment, the time spent by the employee shall be considered as time worked at the appropriate rate of pay.

22.06 **Discretionary Leaves**

Upon written request to the Employer, an Employee may be granted a personal leave of absence without pay for a period of up to one (1) year. The Employer will reply in writing to the request within ten (10) office days.

22.07 **Birth Leave**

One (1) day without loss of pay and two (2) days unpaid birth leave shall be granted to employees for the day of the birth and the day following the birth of a child. Compensation for the day of the birth for regular employees shall be in accordance with Appendix "A".

22.08 **Examination Leaves**

Upon request, an employee shall be entitled to leave of absence without loss of pay to write examinations to upgrade her employment qualifications provided those qualifications are relevant to the employee's job with the Region of Queens Home Support.

22.09 There shall be no accrual of service related benefits during a leave which is not paid for directly by the Employer. Upon returning to work after such a leave, there shall be no loss of service related benefits accrued to the commencement of the leave.



22.10 **Leave for Emergency**

Employees may be granted leave of absence without pay for up to fourteen (14) hours annually for a critical condition that requires the employee to be away from work.

22.11 **Leave for Storm or Hazardous Conditions**

It is the responsibility of the employee to make every reasonable effort to arrive at work as scheduled. An employee shall not be disciplined for an absence from work due to inclement weather severe enough to make travelling dangerous. The employee shall consult with the Employer before making a decision. After consulting with the Employer, if an employee chooses to be absent from work due to inclement weather severe enough to make travelling dangerous, the employee has the following options regarding the scheduled hours lost:

1. take the time absent as unpaid; or
2. deduct the absent time from accumulated overtime, holiday time or vacation; or
3. where possible, reschedule hours at a mutually agreed time between employee and Employer.

22.13 **Compassionate Care Leave**

- (a) Employees are entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to a family member with a serious medical condition and a significant risk of death within twenty-six (26) weeks in accordance with the provisions of the Labour Standards Code of Nova Scotia and for reference a copy of these provisions currently in effect is attached as Appendix "D".
- (b) The Employee agrees to provide reasonable notice of her intent to take this leave.

**ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

23.01 The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "C" attached hereto and forming part of this Agreement. In each pay period each employee shall be provided with an itemized statement of her wages, overtime, and other supplementary pay and deductions. Pay days shall be every second Friday,

except where a holiday falls on that Friday. In such a case, pay day will be the Thursday before the holiday.

23.02 Employees shall receive equal pay for equal work, regardless of gender.

23.03 When an employee is temporarily assigned to perform work in a classification inside or outside the bargaining unit paying a higher rate, she shall receive the rate for the higher classification. If a grid is in place, she shall be placed at the rate immediately above her current rate in the higher classification to which she was assigned.

23.04 When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

23.05 If an employee covered by this agreement has not received all wages earned in any one (1) pay period due to an error, upon bringing the error to the attention of the Employer, she shall be paid within five (5) office days, except where the employee agrees that the adjustment can be made on the next pay.

23.06 **Pregnancy/Birth Allowance**

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) the bi-weekly rate of pay to which the employee is entitled for her classification on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ( $1\frac{1}{2}$ ) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### 23.07 **Parental and Adoption Leave**

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

- (a) The parental leave of an employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the employee's home during pregnancy/birth leave;
  - (i) shall begin immediately upon completion of the pregnancy/birth leave, without the employee's returning to work; and
  - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the employee, subject to the employee's giving four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the employee is entitled exceed fifty-two (52) weeks.
- (b) The parental leave for a employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 23.02 (a),
  - (i) shall begin on such date coinciding with or after the birth of the child as the employee determines; and

- (ii) shall end not later than fifty-two (52) weeks after the parental leave began and in any case, no later than fifty two (52) weeks after the child or children first arrive in the Employee's home.
- (c) An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
  - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
  - (ii) shall end not later than fifty-two (52) weeks after the leave began.

#### 23.08 **Parental and Adoption Leave Allowance**

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for

her/his classification on the day immediately preceding the commencement of the 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.

- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 The Employer and the Union agree that the present job description shall be the recognized job description for employees in the bargaining unit. If the Province implements changes in the role of the Home Support Worker or if the current job description is to be altered, the Employer agrees to meet and discuss the rationale for such changes with the Union.

24.02 When a new classification is created in the bargaining unit or the duties of a present classification are substantially changed and the Union does not agree with the rate of pay established, such disagreement may be submitted within ten (10) days of the Union becoming aware of the occurrence to the grievance procedure at Step 3 and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

#### **ARTICLE 25 – EMPLOYEE'S BENEFITS**

25.01 The Employer agrees to participate in a Group Medical Plan on a 65/35 cost sharing basis for all eligible employees. Any changes to the current plan, except those beyond the Employer's control, or any decisions to change to an alternate plan shall be by mutual agreement between the Employer and the Union. The Employer agrees to continue to participate in a group dental plan on a 50/50 cost sharing basis for all eligible employees.

25.02 All employees shall be covered by the Workers' Compensation Act and the Employer and the Union agree to co-operate in an Early Return to Work programs for employees who are off due to work related accidents.

25.03 The parties agree that during an unpaid leave of absence for illness the Employer shall pay the employee's share of the group medical plan for ninety (90) days. Upon the employee's return from her leave of absence or upon termination if unable to return to work, she shall reimburse the Employer. Failing reimbursement, the Union agrees that all amounts owing will be deducted from the next or final pay check of the employee.

25.04 **Workers' Compensation**

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer may pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement may also apply to the first two (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. Employees may request that they do not want their earnings topped up. 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 and the employee shall continue to cost share the premiums of the group health benefit plan, pension and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) This provision shall not apply to casual employees.

- (g) An employee who participates in an ease back or return to work program following a period of WCB shall be paid his/her regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

25.05 **Retirement Allowance**

- (1) This provision shall become effective on the date of signing the Collective Agreement.
- (2) This provision shall not apply to casual employees.
- (3) This provision shall not apply in conjunction with any other retirement allowance provision.
- (4) An employee who retires because of age, or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan, and who has been eligible to join the Employer's Pension or Group RRSP plan for less than ten (10) years, shall be entitled to a retirement allowance. The retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's Pension or Group RRSP Plan.
- (5) An employee working less than full time at any point during his or her employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of the service).
- (6) For the purpose of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since his or her most recent date of hire.

25.06 The Employer will continue to participate with employees in the NSHEPP Pension Plan. Subject to the eligibility provisions of the plan, it is a condition of employment that existing employees remain members of this pension plan and that all new hires join and remain members of the pension plan.

## **ARTICLE 26 - HEALTH AND SAFETY**

### **26.01 Joint Occupational Health and Safety Committee**

The Union and the Employer shall co-operate through the Joint Occupational Health and Safety Committee in improving rules and practices which will provide adequate protection to employees.

- (i) This committee shall be comprised of two (2) representatives of the Union, as chosen by the union, and two (2) representatives of the Employer.
- (ii) The Committee shall meet at least once a month unless a different frequency is prescribed by regulations or the committee alters the required frequency of meetings in its rules of procedure.
- (iii) An employee who is a member of the Committee is entitled to such time off required to attend Committee meetings, to take training prescribed by the regulations and to carry out the employee's functions as a member of the Committee. An employee that is a member of the Committee is entitled to be paid at the applicable rate for time spent on Committee activities when such activities are approved by the Employer. The above noted activities shall be approved by the Employer.
- (iv) There shall be two (2) co-chairs of the Committee: one Employer representative, one Union representative.
- (v) The Committee shall be notified of each accident or injury. The Committee shall determine its own involvement in the participation in inspections, inquiries and investigations concerning the occupational health and safety of employees, provided that such involvement is in compliance with the *Occupational Health and Safety Act* and regulations and approved by Continuing Care Nova Scotia.

26.02 Employees shall be supplied with the necessary safety equipment and protective clothing including first aid supplies, masks, gloves, aprons and mouthpieces for CPR.

26.03 An 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 another person, except where the refusal puts the life, health or safety of another person directly in danger or the danger being refused is inherent in the work of the employee. An employee shall not be disciplined or otherwise discriminated against for refusing work upon reasonable grounds. The Employer may reassign the employee to other



work until the matter is resolved and the Employer may offer the refused work to another employee(s), so long as the Employer informs that employee of the previous refusal, the reasons for the refusal and her right to refuse. An employee who has refused work upon reasonable grounds is not required to return to the previously refused work until:

- (a) the Employer has taken remedial action to the satisfaction of the employee;
- (b) an investigation of the refusal has been done and reported to the committee and the committee unanimously advised the employee to return to work; or
- (c) an officer has investigated the matter and has advised the employee to return to work.

26.04 An employee who is injured or who becomes ill during working hours and is required to leave for treatment or is sent home as a result of such injury or illness, is entitled to sick leave benefits for the remainder of that shift, unless a doctor states that the employee is fit for further work on that shift.

26.05 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.

26.06 The Employer will arrange for all employees to attend a recognized First Aid course. Time spent in attendance will be considered as straight time worked and the Employer will pay all costs, if any, of this course.

26.07 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 alcoholism, gambling, or drug dependency to undergo a coordinated program directed to meet the objective of his/her rehabilitation.

## **ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES**

27.01 Where the Employer is aware three months before the introduction of any technological or other changes, or new methods of operation which affects the rights of employees, conditions of employment, wage rates or workloads, or as soon thereafter as the Employer becomes aware of such a change, the Employer shall notify the Union of the proposed change.

## **ARTICLE 28 - CONTRACTING OUT**

28.01 No employee covered by this collective agreement shall be laid off or suffer a reduction in pay or have her hours of work reduced as a result of the Employer contracting out, sub-contracting, transferring, leasing, or assigning any work or services of the bargaining unit, except in emergency situations, i.e. fire, flood, environmental etc.

## **ARTICLE 29 – RESIGNATION AND COMPENSATION**

### 29.01 (a) **Resignation**

Any employee who wishes to resign must provide two (2) weeks prior written notice to the Executive Director.

### (b) **Compensation Upon Separation**

When an employee resigns, is discharged, retires or dies, the employee or her estate shall receive payment for wages owed and for any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to deduct any amounts owed to the Employer by the employee.

## **ARTICLE 30 - TRAVEL**

### 30.01 **Reimbursement for Work Related Travel (Kilometres)**

For the purpose of this clause, where an employee is residing outside of the County Line, the County Line shall be considered as home.

- i) The employee shall be reimbursed for costs associated with work related travel, lodging and meals as approved by the Executive Director.
- ii) Reimbursement will be at the approved Provincial Government rate.
- iii) Travel kilometres from home to the first client of the day and the last client of the day to home is an expectation of the job, so is not compensated.
- iv) Travel kilometres in excess of 12 kilometres from home to the first client of the day or from the last client of the day to home will be reimbursed.
- v) Travel kilometres from the first client of the day, between clients, to the last client of the day will be reimbursed.

- vi) Weekly, the employee shall submit a record of mileage (in kilometres) on the prescribed forms for the bi-weekly reimbursement.

30.02 **Employee's Automobile**

- i) The employee is responsible for maintaining automobile insurance coverage and a valid driver's license, as required by the *Motor Vehicle Act* and must present proof of Insurance on an annual basis during the performance appraisal.
- ii) The employee is responsible for payment of her own insurance premiums.

**ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

31.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may agree to amend this Collective Agreement to the extent the law requires being addressed.

31.02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to do all within its power to ensure that:

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- e) No employee shall suffer a loss of employment as a result of merger.
- f) Preference in location of employment within the merger shall be on the basis of seniority.

**ARTICLE 32 - GENERAL**

- 32.01 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural, or masculine has been used where the context of the part or parties hereto so require.
- 32.02 In the event of any technical failure or disruption due to computerized problems or malfunctions, the Employer guarantees that all payroll, scheduling and records of vacations, sick leave, etc. will be available and kept in a back-up manner.

**ARTICLE 33 - TERM OF AGREEMENT**

- 33.01 This Agreement shall be binding and remain in effect from date of signing to March 31, 2015 and shall continue from year to year thereafter, unless either party gives notice to the other party (notice in writing) at least ninety (90) days prior to its expected expiry that it desires its termination or amendment.
- 33.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 33.03 An employee who has severed her employment between the termination date of this Agreement and the effective date of the new agreement shall receive, when applying in writing within thirty (30) days, the full retroactivity of any increase in wages or other matters that are specifically negotiated.
- 33.04 The provisions of this Agreement are not in effect until date of signing unless otherwise specified.

**ARTICLE 34 - BENEFIT AND BINDING**

- 34.01 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors, and assigns, respectively.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 5 day of December, 2013 at Liverpool, Nova Scotia.

**REGION OF QUEENS  
HOME SUPPORT**

Rhe...

P. Ruck

Cheryl Whymore

**CANADIAN UNION OF  
PUBLIC EMPLOYEES**

Jody Hanley

Monia Roberts

Wanda Spencer

**Appendix "A"**  
**Pro-Ration of Benefits**

**Benefits for Regular Employees**

**Paid Hours of Service**

Employees shall accumulate service related benefits based on paid hours of service. Paid hours of service shall include all time worked as defined in 18.02, as well as paid vacation hours, paid holiday hours, paid sick leave, but shall exclude overtime hours paid.

**(1) Sick Leave**

**(a) accumulation**

For every one hundred fifty-two (152) paid hours of service, a regular employee shall receive ten and a half (10.5) hours of sick leave up to a maximum of eight hundred and eighty (880) hours.

**(b) utilization**

Any sick leaves shall be compensated as missed scheduled hours from accumulated sick leave. Where a sick leave extends beyond scheduled hours, the regular employee shall be entitled to seven (7) hours of accumulated sick leave per sick day. Regular employees who have indicated to the Employer a limited availability shall only be compensated for those hours they would otherwise have been available.

**(2) Bereavement Leave**

**(a) accumulation**

No pro-ration.

**(b) utilization**

Bereavement Leave shall be compensated as missed scheduled hours. If the employee elects to have one day saved to attend the service at a later date, the employee shall be compensated at the rate of the hours scheduled on that original bereavement day.

**(3) Holidays**

**(a) accumulation**

Every twenty-three and a half (23.5) paid hours of service, regular employee shall be entitled to one (1) hour of holiday credit.

**(b) utilization**

Regular employee may utilize accumulated holiday hours as mutually agreed with the Employer.

(4) **Vacation**

**utilization**

With the second pay in each May, the Employer shall provide each employee with notification of amount of time off, amount of paid hours accumulated and the amount paid for each vacation day (which shall be the average). A part-time employee must apply for vacation time in accordance with 20.05. When taking approved vacation time, a part-time employee must utilize her accumulated vacation pay entitlement on the basis of the average as indicated. Any unused vacation at the end of the fiscal year shall be paid out to the employee except that an employee may carry over up to five (5) days of vacation entitlement upon prior approval of the Employer due to special circumstances.

(5) **Paid Union Leaves**

Regular employees shall be paid seven (7) hours for each day of union leave which shall be reimbursed to the Employer by the Union as per 22.01.

(6) **Court Leave**

Where a regular employee is required to be a juror or a witness, the Employer will calculate the average of the particular days over the previous two pay periods. (E.g. For a Wednesday off, would average number of hours of previous four Wednesdays).

(7) **Birth Leave**

Hours scheduled for that day.

(8) **25.04**

Article 25.04 shall be computed for a regular employee by averaging the last four (4) months prior to the last day the employee actually worked.

## Appendix "B"

### The Christmas/Boxing Day and New Year's Day Rotation

The parties agree, in principle, to a three group rotation to cover Christmas/Boxing Day and New Year's.

The Employer shall schedule Christmas/Boxing Day and New Year's Day in the following manner:

- (a) The "Christmas Period" shall be comprised of two designated holiday periods for rotational purposes:
  - (1) December 25<sup>th</sup> and December 26<sup>th</sup> (Christmas Day/Boxing Day)
  - (2) January 1<sup>st</sup> (New Year's Day)
- (b) The Employer shall assign each employee to one (1) of three (3) groups (Group A, Group B or Group C). The Employer shall consult with the Union before this assignment.
- (c) The three (3) groups shall rotate through the two designated holiday periods.
- (d) Based on the rotation, each year there shall be two (2) groups "working" (one available for December 25<sup>th</sup> and December 26<sup>th</sup> and one available for January 1<sup>st</sup>). Based on the rotation, each year there shall be one (1) group "non-working" (ordinarily not required to work for either of the designated holiday periods.)
- (e) Within the "working" group for each designated holiday period, the Employer shall assign client hours from the top of the group down until all client hours are covered. Those employees who work client hours on a designated holiday period shall be rotated to the bottom of that group.
- (f) Should all the employees in the applicable "working" group be scheduled and there are client hours remaining, the Employer shall assign from the top to the bottom of the other "working" group for that year. Only in the event that all the employees of the other "working" group for that year are scheduled and there are client hours left, the Employer shall assign from the top to the bottom of the "non-working" group for that year.
- (g) Any request for sick time on a designated holiday period where the employee is scheduled to work based on this rotation must be accompanied with a satisfactory physician's certificate within five (5) Office Days of the sick time claimed.



Failure to produce this document within the allotted five (5) Office Days will result in a five (5) day suspension without pay and the employee shall have no right to grieve the discipline.

- (h) The Employer shall post the list of the three (3) groups on or before December 1.
- (i) The Employer shall provide the tentative designated holiday period schedule to each employee required to work, on or before the Friday at noon before the designated period. The tentative designated holiday period schedule is subject to change.
- (j) Employees may give hours away and this will not affect their placement on the rotation.

However, if the above proves unworkable, for example, due to a significant increase in demand for service, a significant reduction in staff, a significant reduction of any one of the groups, a change in service delivery instigated by Continuing Care Nova Scotia, the Employer reserves the ability to schedule in order to cover client needs.

**Appendix "C"**

**ECONOMIC SETTLEMENT**

**General Economic Adjustments:**

April 1, 2012	2.0%
April 1, 2013	2.5%
April 1, 2014	3.0%

**Term of Agreement:** April 1, 2012 – March 31, 2015

**Home Support Workers:**

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

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

**Contract Expires March 31, 2015**

**APPENDIX "D"**

**Labour Standards Code**

**CHAPTER 246**

**OF THE**

**REVISED STATUTES, 1989**

**amended** 1991, c. 14; 2000, c. 35; 2001, c. 6, s. 110;  
2003 (2nd Sess.), c. 4; 2003 (2nd Sess.), c. 7, ss. 4-14;  
2004, c. 6, ss. 15-20; 2005, c. 38, ss. 3, 4; 2006, c. 10, ss. 1-5;  
2006, c. 13, ss. 8, 9; 2006, c. 32; 2007, c. 11, s. 3; 2009, c. 18;  
2010, c. 37, ss. 84-116; 2011, c. 19, ss. 1(a), (c), (e), (f), 2-4, 5(a)-(d), 6-26;  
2011, c. 64

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***An Act to Provide for a  
Labour Standards Code***

**Short title**

1 This Act may be cited as the Labour Standards Code. *R.S., c. 246, s. 1.*

**COMPASSIONATE-CARE LEAVE**

**Entitlement to unpaid compassionate-care leave**

60E (1) In this Section,

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

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

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

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

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

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

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

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

(a) the day the certificate is issued; or

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

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

(a) that begins with

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

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

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

(i) the family member dies, or

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

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

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

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

(7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.

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

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

**Sections 59G to 60 apply**

60F Sections 59G to 60 apply mutatis mutandis to an employee who takes a leave of absence pursuant to Section 60E. 2003 (2nd Sess.), c. 4, s. 2.

**General Labour Standards Code Regulations  
made under subsection 4(2) and Section 7 of the  
*Labour Standards Code***

**R.S.N.S. 1989, c. 246**

**O.I.C. 90-1321 (November 13, 1990, effective November 30, 1990), N.S. Reg. 298/90  
as amended up to O.I.C. 2011-226 (June 28, 2011, effective June 30, 2011), N.S. Reg. 219/2011**

**Classes of persons included in the definition of “family member”**

**7C (1)** In this Section,

- (a) “guardian” means a person having a legally recognized authority to act on behalf of a ward and includes a mandatary if the ward is incapacitated, a tutor and a curator;
  - (b) “spouse” includes a common-law partner; and
  - (c) “ward” means a minor or a disabled adult for whom a guardian is appointed.
- (2) All of the following persons are prescribed as classes of persons included in the definition of “family member”, in relation to an employee, for subclause 60E(1)(b)(iv) of the Code:
- (a) a child of
    - (i) the employee’s parent,
    - (ii) the spouse of the employee’s parent;
  - (b) a grandparent of
    - (i) the employee,
    - (ii) the employee’s spouse;
  - (c) the spouse of the employee’s grandparent;
  - (d) a grandchild of

- (i) the employee, or
  - (ii) [the] employee's spouse;
- (e) the spouse of the employee's grandchild;
- (f) the spouse of
  - (i) the employee's child, or
  - (ii) the child of the employee's spouse;
- (g) a parent of the employee's spouse
- (h) the spouse of a parent of the employee's spouse;
- (i) the spouse of
  - (i) a child of the employee's parent, or
  - (ii) a child of the spouse of the employee's parent;
- (j) a child of
  - (i) a parent of the employee's spouse, or
  - (ii) the spouse of the parent of the employee's spouse;
- (k) an uncle or aunt of
  - (i) the employee, or
  - (ii) the employee's spouse;
- (l) the spouse of the employee's uncle or aunt;
- (m) a nephew or niece of
  - (i) the employee, or
  - (ii) the employee's spouse;
- (n) the spouse of the employee's nephew or niece;

- (o) a current or former foster parent of
  - (i) the employee, or
  - (ii) the employee's spouse;
- (p) a current or former foster child of the employee;
- (q) the spouse of a current or former foster child of the employee;
- (r) a current or former ward of
  - (i) the employee, or
  - (ii) the employee's spouse;
- (s) a current or former guardian of the employee;
- (t) the spouse of a current or former guardian of the employee;
- (u) a person, whether or not related to the employee by blood, adoption, marriage or common-law partnership, who considers the employee to be like a close relative or whom the employee considers to be like a close relative, on the condition that the employee, when requested, must give the employer a copy of any form that includes a statement that the employee is considered to be like a family member that is required to be submitted to the Government of Canada to claim compassionate care benefits under the *Employment Insurance Act* (Canada).

**Section 7C added: O.I.C. 2007-644, N.S. Reg. 455/2007.**

### LETTER OF UNDERSTANDING

**Re: Strike - Other Agency**



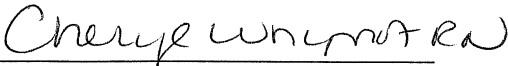
It is agreed by the parties that in the event of a strike or lockout by another agency, affecting our ability to receive schedules, pay cheques, meetings and the like, our Employer will be responsible to make alternate arrangements for its employees.

In the event of a strike or lockout by the V.O.N. or any other company being utilized by the Employer, employees of the Region of Queens Home Support will not be required to perform the duties of the striking or locked out employees.

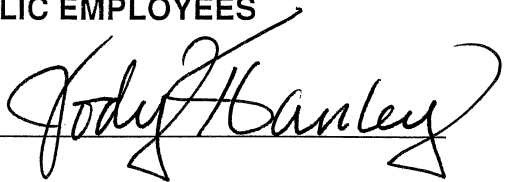


This is a renewal of the Letter of Understanding signed on May 11, 2000.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 5 day of December, 2013 at Liverpool, Nova Scotia.

**REGION OF QUEENS  
HOME SUPPORT**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES**



**MEMORANDUM OF AGREEMENT**

**Re: LTD**

The Employer will agree to provide to the Union an estimate of the cost of LTD benefits for the bargaining unit. This MOA does not include any commitment to enter into an agreement to fund LTD.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 5 day of December, 2013 at Liverpool, Nova Scotia.

**REGION OF QUEENS  
HOME SUPPORT**

RAE  
P. Reek  
Cheryl Whitham RN

**CANADIAN UNION OF  
PUBLIC EMPLOYEES**

Jody Hanley  
Monica Roberts  
Wanda Spencer

**MEMORANDUM OF AGREEMENT**

**Re: Full-Time Positions**

The Employer will agree to the creation of two (2) additional full-time positions, one to be created March 1, 2014, and the second to be created March 1, 2015.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 5 day of December, 2013 at Liverpool, Nova Scotia.

**REGION OF QUEENS  
HOME SUPPORT**

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P. Ratch

Cheryl Whymore

**CANADIAN UNION OF  
PUBLIC EMPLOYEES**

Jody Hanley

Monica Roberts

Wanda Spencer


**MEMORANDUM OF AGREEMENT**

**Re: Joint Provincial Committee - WCB**


A joint provincial committee will be struck to develop guidelines for how employees should be compensated under the existing language. These guidelines would include instructions for the correct application of the top-up while in receipt of WCB benefits. The guidelines would be used by Employers to correctly apply the WCB language.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 5 day of December, 2013 at Liverpool, Nova Scotia.

**REGION OF QUEENS  
HOME SUPPORT**

  
P. Ruck  
Cheryl Whymore

**CANADIAN UNION OF  
PUBLIC EMPLOYEES**

  
Monica Roberts  
Wanda Spencer