

# **COLLECTIVE AGREEMENT**

**between**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936**

**EXPIRES: March 31, 2015**

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THIS AGREEMENT made this 21 day of March, A.D., 2014.

BETWEEN: **Lunenburg County Home Support Services Society**  
hereinafter called the "Employer"

Party of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
Local 3936,  
hereinafter called the "Union"

Party of the Second Part

#### **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as provision for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

#### **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union and the employees covered by this Agreement recognize that it is the exclusive function and right of the Employer to direct the workforce and to manage Lunenburg County Home Support Services Society in all respects. All rights of Management that existed prior to the signing of this Collective Agreement shall remain in force except to the extent where such rights are expressly abridged by specific provision(s) of this Collective Agreement.

### ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes Local 3936, Canadian Union of Public Employees, as the sole and exclusive bargaining agent for its employees as described in L.R.B. No. 4377.

The bargaining unit shall consist of all full-time and regular part-time Home Support Workers but excluding the Administrative Assistant, Assistant Director, Director and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*.

Casual and temporary employees are excluded as defined in Article 3.03.

- 3.02 Work of the Bargaining Unit - Supervisors, Board Members, non-bargaining employees and volunteers whose jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit, except in emergencies, training/ instruction and cases mutually agreed upon by the Parties. Casual and temporary employees as defined herein are mutually agreed. Students doing field placements shall be accompanied by a current bargaining unit employee.

3.03 DEFINITIONS

- 1) FULL-TIME EMPLOYEE is one who is regularly scheduled on a full time basis and normally works an average of 80 hours bi-weekly in a six week (72 hours, 80 hours and 88 hours bi-weekly) rotation and who has completed the probationary period.
- 2) TEMPORARY EMPLOYEE is one who has been employed by the Employer to relieve for vacation, sickness, or other reason, but does not include any persons hired to fill a regular job vacancy or a new position. Temporary employees will be excluded from coverage of the Collective Agreement for a maximum of three hundred fifteen (315) hours.
- 3) REGULAR PART-TIME EMPLOYEE is an employee who is regularly scheduled to work less than the schedule of a full-time employee. It is understood that a part-time employee may be required from time to time to work a full-time schedule or rotation (but not continuously). Except where provided otherwise and subject to the eligibility requirements of third party plans,

entitlement to and/or payment of benefits to part-time employees shall be on a pro-rata basis.

- 4) CASUAL EMPLOYEES are those employees who are not regularly scheduled and are called on an ad-hoc basis from time to time as needed. Casual employees are excluded from coverage of this Collective Agreement.
- 5) REGULAR HOURS PAID - includes hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation, paid holiday credits converted to hours, hours worked on a holiday and paid sick leave, and any other paid leaves for which an employee is compensated by the Employer, but excludes monies paid directly or indirectly to the employee by a third party (eg. WCB, LTD, CUPE, etc.). Note: indirect payment occurs where the Employer pays the employee but is reimbursed by such third party.

3.04 No employee shall be permitted or required to make a written or verbal agreement with the employer or his representatives which is contrary to the terms of this Collective Agreement.

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

##### **4.01 No Discrimination**

The Employer and the Union agree that there shall be no discrimination against any employee on grounds prohibited by the *Human Rights Act* of Nova Scotia nor by reason of her membership or activity in a labour union.

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

5.01 All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. The Union shall be the sole judge of good standing of its members. All future employees of the Employer shall, as a condition of continued employment, become members in good standing of the union not later than thirty working days of continuous employment with the Employer. The Union shall not deny membership to any employee.

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

- 6.01 The Employer agrees that it will deduct from the wages of all employees in the bargaining unit an amount equivalent to the regular monthly Union dues. In addition, any assessments which are uniformly payable by all members of the bargaining unit shall be deducted.
- 6.02 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 following month, accompanied by two copies of a list of names, addresses, total earnings and classifications of employees from whose wages the deductions have been made.
- 6.03 At the same time that 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 - ACQUAINTING 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 On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of the Union Steward or Representative. The Steward or Representative shall provide the employee with a copy of the Collective Agreement.
- 7.03 A representative of the Union shall be given an opportunity to meet with new bargaining unit employees, as part of orientation, for the purpose of acquainting them with the benefits and duties of Union membership. This shall normally be done during the first six (6) weeks of employment without loss of regular pay for up to one-half (½) hour (or, where two or more employees are being orientated one (1) hour) shall be allotted for this.

## **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence and official communication(s) between the Parties, arising out of this Agreement shall pass to and from the Executive Director, or designate and the Secretary of the Union, or designate.

- 8.02 Any changes to Employer Personnel Policies affecting members of the bargaining unit and any notices to members shall be provided to the Union prior to being presented to the members.

**ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

- 9.01 A Labour Management Committee shall be established consisting of a maximum of three (3) representatives from the Union and a maximum of three (3) representatives from the Employer. The Committee shall enjoy the full support of both Parties.
- 9.02 The Committee may concern itself with matters of mutual concern including the improvement of relationships between the Parties, improved service to the public and suggestions from employees regarding working conditions and service.
- 9.03 The Committee shall not deal with grievances of either Party or of individual employees.
- 9.04 The Committee shall meet quarterly or at the request of either Party at a mutually agreeable time during normal working hours. Members of the Committee shall receive a notice and Agenda for each meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer loss of regular earnings for time spent attending meetings of this Committee.
- 9.05 An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Employer shall be responsible for taking minutes and such minutes shall be distributed as soon as possible following the meeting.
- 9.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining or any matter relating to the administration of the 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 decisions and conclusions.



## **ARTICLE 10 - LABOUR MANAGEMENT COLLECTIVE BARGAINING**

- 10.01 The Union will supply the Employer with the names of its officers. The Employer shall supply the Union with a list of its supervisory personnel.
- 10.02 A Union bargaining committee shall be appointed or elected by employees in the Bargaining Unit and shall consist of not more than three (3) employees. The Union will advise the Employer of the names of such employees sufficiently in advance of negotiations so that scheduling of the employees can be considered.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such Representative(s) may visit the office location provided there is no interference with any operation. Such visit shall be to investigate and assist in the settlement of a grievance or attend meetings with the Employer. The representative shall request permission prior to any such visit and permission shall not be unreasonably denied.
- 10.04 In the event either Party wishes to call a bargaining meeting pursuant to requirements of the *Trade Union Act*, the meeting shall be held at a time and place fixed by mutual agreement.
- 10.05 Any employee who is a member of the union negotiating committee shall have the right to attend negotiating meetings with the Employer without loss of regular earnings. The Employer shall not be required to absorb such cost beyond four (4) full days of bargaining meetings (ninety-six (96) hours) per person.
- 10.06 The Employer shall make available to the Union, on request and with reasonable notice, information or documents relating to employment and required for collective bargaining purposes such as policies, hiring dates, and hours of work.
- 10.07 The Employer agrees that before any final decisions are made relating to policy or conditions of employment that would affect employees, the Union will be given the opportunity to express their concerns.

## **ARTICLE 11 – INFORMAL DISPUTE AND GRIEVANCE PROCEDURE**

11.01 Union Steward(s) - The Union shall notify the Employer in writing of the name of its steward(s). In the absence of a steward, the President of the Local or designate has the right to act as a steward in any grievance situation. A steward may assist any employee which the steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure. Only one steward shall act on behalf of an employee at one time.

11.02 The Employer agrees that if it is necessary to service a grievance during working hours, then a steward shall be permitted reasonable time for that purpose. Each steward is employed to perform work for the Employer and will not leave their work duties during working hours without giving an explanation for leaving and obtaining the supervisor's permission. Such permission will not be unreasonably withheld and the steward shall report back to the supervisor before resuming normal duties.

11.03 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. The arbitrability of any particular grievance shall be determined if necessary by arbitration. Any grievance proceedings must be initiated within fifteen (15) office business days of the employee becoming aware of, or ought reasonably to have been aware of, the occurrence of the matter which is being grieved, unless the grievor is absent on vacation, in which case the grievance must be filed within fifteen (15) office business days of the employee's date of return to work. If the employer fails to respond within the time limits, the grievance will move to the next step.

11.04 Settling of Informal Disputes and Grievances

INFORMAL DISPUTES - - A dispute shall be an action or lack of action by the Employer that results in an employee feeling unjustly treated or otherwise aggrieved. An employee who has a dispute shall first discuss the matter with their supervisor. The Supervisor and the employee shall endeavour to resolve the matter. The Supervisor shall respond within two (2) office business days of the discussion.

STEP 1 - Should the employee not be satisfied with the results of the informal dispute procedure and should the dispute be a grievance as defined herein, then the employee may submit the grievance in writing within fifteen (15) office business days of the employee becoming aware

of or ought reasonably to have become aware of the matter which is being grieved, unless the grievor is absent on vacation in which case the grievance must be filed within fifteen (15) office business days of date of return to work. It shall at this step be submitted to the employee's immediate supervisor. A meeting shall be held to be attended by the employee, a steward (or other Union representative) and the supervisor and/or other Employer representative(s) at which time an earnest attempt shall be made to settle the dispute. The supervisor shall render a decision within five (5) office business days from the date the written grievance is received.

STEP 2 - Should the employee not be satisfied with the decision of the supervisor and should the employee wish to proceed with the grievance, then the grievance shall be submitted in writing within five (5) office business days of receipt of the reply of the supervisor to the Executive Director, who shall render a decision within seven (7) office business days of receipt of such grievance.

STEP 3 - Failing satisfactory resolution of the matter, then within fifteen (15) office business days of the date of receipt of the reply of the Executive Director or the date when the reply was due the matter may be referred to arbitration.

- 11.05 Where a dispute involves a question of general application or interpretation, or where a group of employees have a grievance, or where the Employer has a grievance, STEP 1 of this Article may be by-passed provided that such grievance is filed within fifteen (15) office business days of the occurrence of the event giving rise to the grievance.

## **ARTICLE 12 - ARBITRATION**

- 12.01 Request for Arbitrator - When either Party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail addressed to the other Party to the Agreement, indicating the name and address of its proposal for a sole arbitrator.
- 12.02 Failure to Appoint - If the Parties are unable to agree on an arbitrator within fifteen (15) days of receipt of the request referred to in Article 12.01 the appointment shall be made by the Minister of Labour and Advanced Education upon request of either Party.

- 12.03 Decision of the Arbitrator - The decision of the Arbitrator shall be final, binding and enforceable on both Parties to this Collective Agreement. The arbitrator shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement, including the time limits set out herein. The arbitrator shall have the power to substitute such other penalty for discharge or discipline deemed just and reasonable in the circumstances.
- 12.04 Disagreement on Decision - Should either Party dispute the meaning of the decision, either Party may apply to the arbitrator for clarification of the decision. Such clarification will be rendered as soon as reasonably possible.
- 12.05 Expenses of the Arbitrator –  
Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 12.06 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may only be extended by written agreement of the Parties to this Agreement.
- 12.07 At any stage in the arbitration proceedings, the Parties shall have the assistance of any employee(s) required to be a witness and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's office to view any working conditions which may be relevant to the settlement of the grievance.
- 12.08 Prior to proceeding to arbitration with any grievance the Parties may mutually agree to attempt to resolve the dispute at grievance mediation.

### **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 13.01 An employee who has completed the probationary period may be discharged, suspended or disciplined but only for just cause. The employee shall be notified in writing promptly by the Employer of the reason(s) for the discharge or suspension or discipline.
- 13.02 The employment of an employee may be terminated at any time during the probationary period, subject to Article 4.01. The Employer shall not be required at any time to establish just cause in the event of such termination.

- 13.03 An employee considered to be disciplined or discharged without just cause shall be entitled to file a grievance pursuant to STEP 2 of the grievance procedure. Such grievance shall be filed within ten (10) working days of the date of the discharge or disciplinary action.
- 13.04 Whenever, the Employer deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further incident, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within ten (10) office business days thereafter, give written particulars of such discipline to the employee involved, with a copy to the Secretary of the Union. Such written particulars shall be by Certified Mail or by personal service.
- 13.05 Should the Employer provide any written warning regarding work performance, such warning shall be copied to the Secretary of the Union. The employee's reply to the written warning shall become part of his/her record.
- 13.06 No bargaining unit employees will be requested or required to carry out the duties of any other employees of the Employer who are on a legal strike.
- 13.07 The record of an employee shall not be used against her/him at any time after eighteen (18) months (with the exception of client abuse) following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 13.08 Prior to an employee being disciplined by the employer at a meeting, the employee shall be notified and advised of their right to have a Steward or Union Representative present. There shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union Representative. In circumstances when the disciplinary action is of urgent nature, the Union may designate in writing another employee to act as Union representative.
- 13.09 An employee shall have the right to have access to and review his/her personnel file at a mutually agreed time.

#### **ARTICLE 14 - SENIORITY**

- 14.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification of the Union.

### Assignment of Work

The Union acknowledges that the assignment of work is a management right. The Employer acknowledges that seniority of employees shall be a factor in the assignment of work. The Parties agree that hours of work will be assigned as follows:

- a) Client needs and concerns and the need for good client care are prime concerns in the assignment of employees to providing care to clients.
- b) Clients' distance from the employee's residence and the possible expansion of service to the client by the clients's Home Support Worker are also factors to be considered in the assignment of employees.
- c) Consistency of staffing and the right of the client to receive care from an employee of the same sex, if requested by the client, are factors to be considered in the assignment of employees.
- d) In the event of a total loss of service to a client, due to events beyond the control of the Employer, every effort will be made to reassign the lost hours of the employee affected, as hours become available, over time.
- e) Subject to Employment Insurance regulations, an employee who loses total current hours shall have the option of requesting a lay-off.
- f) Consistency of staffing shall include reassigning hours that are shared between employees so that, ideally, the client has a primary employee assigned. In such reassignment, every reasonable effort shall be made to avoid reduction of hours of work of the employees involved.
- g) Subject to the factors set out herein, every reasonable effort will be made to assign employees to provide care to clients on the basis of seniority in assignment to new clients or an increase in the hours of current clients.

14.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Any

errors shall be drawn to the attention of the Employer within 30 days of posting and shall, if warranted, be corrected without delay.

14.03 Newly hired employees shall be on probation from the date of hiring and the probationary period shall be 1040 hours of work or nine (9) continuous months actively at work, whichever comes first. After completion of the probationary period, seniority shall be effective from the original date of hiring.

14.04 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

1. The employee is discharged for just cause and is not reinstated;
2. The employee resigns and does not withdraw such resignation within forty-eight (48) hours;
3. The employee was absent from work in excess of five (5) working days without notification to the Employer and without sufficient cause unless such notice was not possible to provide;
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 his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work;
5. The employee retires by reason of age or disability;
6. The employee is laid off for a period longer than twelve (12) months;
7. The employee is terminated for non-disciplinary reasons and such termination (if challenged) is not overturned at arbitration.

14.05 No employee shall be transferred to an acting supervisory position outside the bargaining unit without her/his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his 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 during a trial period, which shall be a maximum of forty (40) working days.

## **ARTICLE 15 - POSTINGS**

15.01 When a vacancy in a Full-Time position occurs, the Employer shall post notice of a Full-Time position and shall fill the vacancy as a Full-Time position. When a Full-Time position becomes vacant, or when an additional Full-Time position is created, the Employer shall post notice of the position on all bulletin boards for a minimum of two (2) weeks. The position shall be filled within two (2) weeks following the closing date of the posting. The Employer agrees to increase the number of full-time positions by two (2) in each year of this collective agreement

Prior to advertising for a new part-time Home Support Worker position, the Employer will attempt to distribute the hours between the remaining current part-time employees in accordance with Article 14.01 (Assignment of Work).

15.02 In the event that a vacancy occurs or a new position is created outside the bargaining unit, the Employer will post notice of such position on all bulletin boards, however, no other provision of this Agreement applies to such a non-bargaining unit position or vacancy.

15.03 Such notice shall contain the following information: nature of position, qualifications, wage rate in accordance with the Collective Agreement. All job postings shall state, "This position is open to male and female applicants", except for bona fide reasons.

15.04 No outside advertisement for any vacancy shall be placed until the posting period has expired. The Employer may fill the position on a temporary basis for a period of up to 315 hours of work.

15.05 Both Parties recognize:

1. Promotion within the service of the Employer.
2. The job opportunity should increase in proportion to length of service and/or qualifications and experience.

In making an appointment to fill a posted position, the applicant with the required qualifications, experience and ability shall be selected. Where two (2) or more applicants are relatively equal, seniority shall govern.



Appointments shall be made as soon as reasonably possible following the expiry of the posting period.

Place of residence shall not be a factor in the awarding of a full-time position for present employees.

- 15.06 The successful applicant will be notified in writing of her/his appointment to the position. The Secretary of the Union shall be notified within one (1) weeks of the hiring date of the name of the successful applicant. The successful applicant will serve a trial period of up to forty (40) days of work. The employee shall be notified in writing of the satisfactory completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, she/he shall be returned to her/his former position, consistent with 14.01 (d) herein, without loss of seniority.
- 15.07 Consideration for promotion within the bargaining unit may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. Such qualifications would be obtained within three (3) months.
- 15.08 Within fourteen (14) calendar days of the date of appointment to a vacant position, pursuant to a posting, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified in writing not later than the 30th of each month of all appointments, hirings, lay-offs, recalls and terminations of employment.
- 15.09 A. The Employer shall post any training courses for which employees may be selected. The bulletin shall contain the following: type of course (subjects and material covered), time, duration, and location of the course -- minimum qualifications required for applicants. Information on funding available for the course, and eligibility criteria shall also be included.
- The bulletin shall be posted, if possible, for a period of two weeks on the bulletin board. Subject to posted criteria, applicants shall be selected in order of seniority, on a rotational basis. Mandatory training including, if applicable, payment for wages and travel, shall be governed by Department of Health policy.
- B. Subject to Department of Health funding policy, employees will be reimbursed for mileage for the use of their vehicles to attend meetings, workshops, or training sessions. Where the Employer

requires attendance at meetings, workshops, or training sessions, which are funded, time spent in attendance (excluding travel time) shall be deemed to be time worked, and overtime shall apply if total hours worked exceed eighty (80) hours in a bi-weekly pay period.

- C. Employees are required to be certified in Standard First Aid and CPR. Time spent in attendance will be considered as straight time worked and the employer will pay all costs, if any, of these courses.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

- 16.01 In the event of an anticipated permanent lay-off, the employee(s) with the least seniority shall be laid off first. Other lay-offs shall be in accordance with Article 14.01 (e).
- 16.02 Employees shall be recalled from layoff in order of their seniority provided they are qualified to perform the work of the position they are being recalled to.
- 16.03 No new employees shall be hired until those laid off for a period not exceeding twelve (12) months 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, in accordance with 16.01, 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, he/she shall be paid for the days for which work was not made available. Employees shall provide the Employer with two (2) calendar weeks notice in the event of any resignation.

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

- 17.01 A. 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 normal hours of work for full-time employees shall be an average of 80 hours bi-weekly in a six week (72 hours, 80 hours and 88 hours bi-weekly) rotation. Part-time employees' hours of work shall be as scheduled by the Employer, but the hours shall not normally exceed twelve (12) hours daily or eighty (80) hours bi-weekly except where the part-time employee is temporarily working a full-time schedule or rotation, in which case the hours shall not exceed 88 hours bi-weekly.

1. Employees shall normally receive two (2) consecutive days off each week.
  2. Employees shall be scheduled with as much notice as possible based on client requirements.
  3. Hours of work during the full-time employee's six-week rotation are either 72, 80 or 88 hours in a two-week period. These employees shall receive every other weekend off and are required to work one full weekend in six. On the alternate weekends, these employees shall work on a Saturday or a Sunday.
- B. (i) Full-Time employees who experience a cancellation of scheduled hours shall be reassigned such hours within the current pay period. If re-assignment of such hours is not possible, the hours shall be paid out.

Hours of work for Full-Time employees shall be eight (8) hours per day within ten and one-half (10.5) consecutive hours, unless otherwise mutually agreed by the Employer and the employee.

- (ii) If a Part-Time employee receives a cancellation on the same day of the scheduled visit, the Employer shall re-assign such hours lost within a fourteen (14) day period provided the employee is available to work such re-assignment. Where the employee is available but the Employer is unable to offer a replacement assignment any such hours not re-scheduled shall be paid out.

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

17.03 Permission may be granted to exchange shifts or otherwise revise shift schedules, and such arrangements shall not result in overtime payment. Requests for such arrangements must be submitted in writing to the appropriate supervisor for approval and in cases of exchange of shifts, must be co-signed by each employee involved. The Employer will not be responsible for additional expense incurred as a result of these changes.

- 17.04 (i) The Employer shall make every reasonable effort to notify an employee of a cancellation of a scheduled visit as soon as possible. Such employee shall be provided with an alternate assignment, if available, however, such alternate assignment shall not be taken from the scheduled hours of another Home Support worker.
- (ii) An employee shall be paid one-half (½) hour regular pay when a Home Support Worker has arrived at a client's home and work cannot be carried out because the client is absent due to any reason or in the event a client refuses care.
- 17.05 An employee shall be paid for five (5) minutes per client visit for time spent doing paperwork.

### **ARTICLE 18 - OVERTIME**

- 18.01 All time worked that is considered overtime shall be paid for at the rate of time and one-half the regular rate of pay. For those staff who work a six-week rotational schedule that includes a 72, 80 and 88 bi-weekly regular hours, overtime will be paid when hours worked exceed the regular bi-weekly schedule. For all other workers, overtime will be paid on all hours worked beyond 80 hours in a pay period.
- 18.02 No employee shall have their scheduled hours reduced due to working overtime.
- 18.03 When an employee has completed eight (8) paid hours in a day and then is called out for work not previously scheduled she will be paid not less than three (3) additional hour's regular pay in total.
- 18.04 When an employee is called out for work on a scheduled day off, she may choose to take another unpaid day off before the end of the following pay period. Such day to be scheduled by mutual agreement between the Employer and the employee.
- 18.05 Instead of cash payments for overtime, an employee may choose to bank the overtime and receive time off at the appropriate overtime rate within sixty (60) days of the overtime occurring.

Banked overtime will be taken at a time mutually agreed upon between the Employer and the employee. Should the Employer and the employee be unable to agree upon such scheduling within the 60 day period set out, such banked overtime shall be paid out.

## **ARTICLE 19 - SHIFT WORK AND IN CHARGE PAY**

19.01 The Employer shall schedule at least twelve (12) hours off between shifts, unless mutually agreed otherwise between the Employer and the employee.

19.02 The Union agrees that due to the nature of the services being provided, shift work may be necessary. In order to accommodate clients' needs employees will, at times, be scheduled to work shifts. In the event an employee indicates a preference to work evening or overnight shifts, the Employer will make a reasonable effort to accommodate such requests. Where clients require overnight shifts, employees will be scheduled on a rotational basis and shall not be scheduled to work more than five (5) consecutive overnight shifts (except those employees who have expressed a preference as set out above).

### 19.03 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.

### 19.04 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.

### 19.05 Availability Premium

Due to the unique nature of the home support industry, the need to travel between diverse client locations and to respond to last minute schedule changes, staff are required to be available for a period of unpaid time during each shift which often results in split shifts. In recognition of such requirements, each employee has received since April 1, 2007 an availability pay. Since April 1, 2009 the rate has been \$0.27 per hour for all hours paid. This availability premium is incorporated into the Home Support Worker Probationary and Regular Rates shown in Appendix 'A', effective April 1, 2010.

## **ARTICLE 20 - HOLIDAYS**

20.01 The following days shall be recognized as paid (8 hours) holidays for a Full Time Employee:

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 one floating holiday mutually agreed between the employee and the Employer and any other day proclaimed as a general statutory holiday by the Federal or Provincial governments.

20.02 It is understood that only employees who are actively working shall be entitled to be paid for holidays. Employees on Workers' Compensation and unpaid leaves of absence shall not be paid for holidays. Should an employee be sick on a holiday, the employee shall be paid for the holiday but no sick pay shall be deducted.

20.03 (a) Work on a Holiday  
If an Employee works on the calendar date of a holiday listed in Article 20.01, the Employee will be compensated at the rate of one and one-half (1½ x) times the Employee's regular hourly rate for the hours worked. Hours worked shall include time associated with paperwork (including progress notes and incident reports), travel and breaks. The method of compensation shall be pay or time off to be determined by mutual agreement.

(b) Full-Time Employees and Holidays  
In addition to the compensation for the hours worked on the holiday the Full-Time Employee who works on the holiday shall, in lieu of the holiday, have the option to have eight (8) hours as pay or time off as mutually agreed between the Employer and the Employee.

(c) Part-Time Employees and Holidays  
In lieu of the holidays listed in Article 20.01 above, Part-Time Employees shall be entitled to one (1) hour of holiday compensation for each 21.66 regular hours paid. The method of compensation shall be pay or time off as determined by the Employee. Where time off is to be scheduled it shall

be scheduled at a time mutually agreed between the Employer and the Employee.

20.04 The employee shall be entitled to be paid for a statutory holiday as defined in this Article if:

1. the employee has received or is entitled to receive pay for at least fifteen days during the thirty calendar days immediately preceding the general holiday; and
2. the employee has worked on their last scheduled working day immediately preceding and their first scheduled working day immediately following the holiday.

20.05 When a statutory holiday falls on a day that is a non-working day for an employee, the employee shall be granted the holiday with pay either:

1. the working day immediately following the general holiday; or
2. on another day agreed upon by the employee and the Agency.

20.06 Employees shall be granted either Christmas Day or New Year's Day off in alternating annual rotation. If it is the employee's turn to work Christmas Day or New Year's Day, the day will be considered a regular working day for that year, even if the day had been a scheduled day off. A current list will be maintained by the Employer.

20.07 Notwithstanding any provisions of this Article, all banked holiday credits shall be paid out prior to the end of the fiscal year.

## **ARTICLE 21 - VACATIONS**

21.01 (a) The Employer agrees to grant full-time employees vacation with pay in accordance with service on the following basis:

Three weeks during first 7 years of service  
Four weeks after 7 years of service  
Five weeks after 17 years of service  
Six weeks after 25 years of service

(b) Payment shall be made on the basis of two percent (2%) of regular earnings from the Employer for each week of entitlement.

(c) Part-time employees shall receive vacation pay at the rate of:

- Six percent (6%) - less than 14,560 hours of work
- Eight percent (8%) - after 14,560 hours of work
- Ten percent (10%) - after 35,360 hours of work
- Twelve percent (12%) - after 52,000 hours of work

If requested, a part-time employee shall be entitled to unpaid time off on a pro-rata basis (e.g. if an employee is entitled to six percent, then the employee shall be entitled to take three [3] weeks unpaid time off work).

Part-time employees will accrue vacation on a bi-weekly basis. Once earned, any accrued hours may be taken as vacation days (8 hours each day). Any request for vacation must be requested as per Article 21.04 and 21.05 of this Collective Agreement. Vacation time not taken by the end of the fiscal year (March 31) will be paid out in the last pay in March. Part-time employees may also request that up to forty hours of vacation pay be banked and carried over to the following year.

[Part-time vacation pay rates in clause 21.01 (c) are effective April 1, 2014]

- 21.02 Should a paid holiday be observed during an employee's vacation period, the employee shall be granted an additional vacation day with pay at a time mutually agreed between the Employer and the employee.
- 21.03 An employee terminating employment or retiring at any time during the vacation year before taking a vacation shall be entitled to payment of vacation pay owing.
- 21.04 The employee shall advise the Employer in writing of vacation preference.
- 21.05 Except as provided under Article 21.07, all earned vacation time must be scheduled to be taken prior to the end of the fiscal year. Choice of vacation time will be determined on the basis of seniority, subject to operational requirements. A maximum of three (3) consecutive weeks may be taken at one time, if the employee is so entitled. Vacation requests must be submitted by March 1<sup>st</sup> and vacation schedules shall be posted by April 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Employees who have a regularly scheduled day(s) off may, if requested, commence their vacation immediately following the day(s) off if the vacation is for a minimum of one week. If the employee has not scheduled vacation prior to December 31<sup>st</sup> or if the employee and the Employer cannot reach mutual agreement on



the scheduling, the Employer may, subject to Article 21.07, schedule the vacation between January 1st and March 31st

Subject to operational requirements, each employee may be granted not more than one segment of vacation of up to two calendar weeks between June 1 and September 30 except in extraordinary circumstances an employee may be granted not more than one segment of vacation of up to three calendar weeks between June 1 and September 30. Where, however, all employees have had their vacation requests approved for one segment of vacation between June 1 and September 30, requests for additional time between June 1 and September 30 shall be considered on the basis of seniority subject to operational requirements.

- 21.06 The vacation year will be April 1 to March 31, inclusive.
- 21.07 Vacation leave for a period of not more than five days may, with the consent of the Employer, be carried over to the following year. Requests for carry-over entitlement shall be made in writing by the employee to the Employer no later than February 28<sup>th</sup> of the year in which the vacation is earned. Part-time employees may also request that up to forty hours of vacation pay be banked and carried over to the following year.
- 21.08 An employee after six months employment may use his/her accumulated vacation time if he/she so chooses.
- 21.09 An employee who is hospitalized during their vacation shall be entitled to payment from accumulated sick-leave for the period of hospitalization. This does not include elective surgery. The period of vacation so lost shall be rescheduled at a mutually agreed time.

## **ARTICLE 22 - SICK LEAVE PROVISIONS**

- 22.01 Sick leave means the period of time an employee is permitted to be absent from work with no loss of regular earnings because of sickness or disability or because of an accident for which Workers' Compensation is not payable. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident.

Sick leave is an indemnity benefit and not an acquired right. 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 pay for that day, and providing the employee has sufficient sick leave credits.

- 22.02 Employees who have completed their probationary period shall earn sick leave at the rate of one and one-half (1½) days per month worked, accumulative to a maximum of sixty (60) days (or, in the case of full-time employees, accumulative to a maximum of one hundred and twenty (120) days. Should less than the full number of working days in any month be worked, then sick leave entitlement shall be reduced on a pro-rata basis. For the purpose of this Article, paid holidays and paid vacation shall be considered time worked.
- 22.03 A record of all unused sick leave will be kept by the Employer. Such accumulated sick leave shall accrue for future sick leave benefits to the maximum set out herein.
- 22.04 (a) An employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days certifying that such employee is unable to carry out his/her duties due to illness.
- (b) An employee may be required to produce a medical certificate from a qualified medical practitioner for any illness less than three (3) working days certifying that such employee is unable to carry out his/her duties due to illness.
- (c) Should medical certification be required by the Employer as a result of a particular period of sick leave, it shall be submitted upon return to work by the employee.
- 22.05 Upon request, an employee shall be advised of the amount of sick leave accrued to the employee's credit.
- 22.06 When an employee is given leave of absence without pay for any reason, or is laid off, the employee shall not receive sick leave credit for the period of such absence but shall retain cumulative credits, if any existing at the commencement of the absence.
- 22.07 Abuse of sick leave shall be cause for disciplinary action.
- 22.08 An employee who is unable to report to work due to illness or injury, shall inform the employer as early as possible but not less than one hour prior to the start of their scheduled work assignment(s).
- 22.09 An employee absent from work on approved sick leave who has exhausted his/her sick leave credits, may be granted unpaid leave for a period not to exceed one year.

22.10

Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>) (pro rated for Part-Time Employees based on hours paid in the previous fiscal year)) debited against sick leave credits in order to:

- (a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
  - (i) the Employee's own medical or dental health is at an immediate and serious risk;
  - (ii) a member of the Employee's immediate family, as defined in Article 23.02, who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;
  - (iii) there is a critical condition (fire, flood, or other natural disaster excluding storm or hazardous conditions which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.

The Employer may require verification of the condition claimed.

- (c) An Employee will be permitted to use up to 16 of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

**ARTICLE 23 - LEAVE OF ABSENCE**

23.01

The Employer may grant, subject to operational requirements, leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause with reasonable

notice. Such request shall be in writing and will be approved or denied by the Employer in writing within ten (10) office business days.

23.02 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee covered by this Agreement, such employee shall be granted bereavement leave with pay for a period of up to five (5) consecutive calendar days, effective commencing the day of the death and the employee shall be paid for regular hours of work the employee would normally be scheduled to work during the five (5) consecutive calendar days' leave.
- (b) Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, step-children, grandparent, grandchild, foster child, and a relative permanently residing in the employee's household.
- (c) Two (2) day's bereavement leave with no loss of regular earnings shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a sister-in-law and brother-in-law, provided such day is a normal working day.
- (d) One (1) day bereavement leave with no loss of regular earnings shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of an aunt and uncle, provided such day is a normal working day.
- (e) In cases of out-of-province bereavement, two (2) additional days of bereavement leave with pay will be granted to attend the funeral to the extent that these days are normal working days. The employee shall be paid for regular hours of work the employee would normally be scheduled to work during the two (2) additional days bereavement leave.
- (f) Employees shall be granted one-half day unpaid leave of absence to attend a funeral as a pall bearer. Leave shall be limited to two (2) employees.
- (g) The "in-law" and "step-relative" relationships referred to in this Article 23 will only be considered for bereavement leave in cases where it is a current relationship at the time the benefit is claimed.
- (h) For clarity, in this Article 23, "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.

23.03 Leave of Absence for Union Functions

An employee will receive wages and benefits for all scheduled work hours while on Union leave as confirmed by the Union through an advance payment for the wages and benefits. The Union's advanced payment shall include all direct and indirect costs associated with the wages for the time the Union member is to be on Union leave.

With at least two (2) weeks notice and subject to the operational requirements of the Employer, an employee(s) elected or appointed to represent the Union at conventions or recognized labour educational sessions shall be granted leave of absence without pay to attend such conventions. Conventions' shall also be deemed to include Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

- 23.04
- 1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant a leave of absence without loss of seniority accrued to the commencement of the leave and without pay or benefits so that the employee may be a candidate in federal, provincial or municipal elections.
  - 2) An employee who is elected to public office shall be granted a leave of absence without loss of seniority accrued to the commencement of the leave and without pay or benefits during his/her term of office.
  - 3) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority accrued to the commencement of the leave and without pay or benefits for a period of one year. Such leave may be extended at the discretion of the Employer.

23.05 Jury Duty

Leave of absence with no loss of regular earnings shall be given to any employee required to serve on a jury and such employee shall have deducted from his/her wages the amount equal to the amount for jury service received by the employee for such jury duty.

23.06 Pregnancy Leave and Parental Leave

Pregnancy Leave and Parental Leave shall be provided consistent with Provincial and Federal legislation.

23.07 One (1) day paid and one (1) day unpaid paternity leave shall be granted to male employees for the day of the birth and the day following the birth of a child.

**ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

24.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. In each pay period each employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay and deductions. Pay days will be every second Thursday and will be by direct deposit.

24.02 If an employee covered by this Agreement does not receive pay in any one pay period due to a payroll error, it shall be paid as soon as reasonably possible.

**ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

25.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall, if requested, be discussed with the Union.

25.02 Existing classifications shall not be eliminated or changed without prior discussion with the Union.

25.03 When a new classification is created in the bargaining unit and the Union does not agree with the rate of pay established, such disagreement may be submitted as a grievance at Step 3. The new rate shall become retroactive to the time the position was first filled.

**ARTICLE 26 - EMPLOYEE'S BENEFITS**

26.01 (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and

the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. Unless the employee notifies the Employer that he/she does not want the earnings replacement benefits topped up, 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 pension plan, group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.

This amendment will take effect date of ratification.

- (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 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.
- (f) An employee shall not accrue any other benefits while on Workers' Compensation.

26.02 Subject to the provisions of the Pension Memorandum July 20, 2009 (as revised) the Employer agrees that the current Pension Plans shall not be discontinued or reduced during the term of this Collective Agreement.

- 26.03 A. The Employer agrees that the Benefit plans shall not be discontinued or reduced during the term of this Collective Agreement. The health benefits shall be cost shared sixty-five percent (65%) Employer, thirty-five percent (35%) employee.
- B. A health benefit plan will be available to all Part-Time employees. The plan for Part-Time employees will exclude long term disability, and will be mandatory for all employees who have worked at least 1040 hours in the previous year. An employee who provides proof of spousal coverage shall be excluded from the plan.

## **ARTICLE 27 - HEALTH AND SAFETY**

- 27.01 The employees and the Employer will be governed by the provisions of the Nova Scotia *Occupational Health and Safety Act*.
- 27.02 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, if it is not covered by the employee's benefit plan referred to in Article 26.03. The Employer agrees to reimburse the employee for any co-pay required to be paid by the employee pursuant to the employee's benefit plan upon the employee providing to the Employer a receipt showing payment by the employee of the co-pay.
- 27.03 (a) Where an employee is prevented from providing client service due to hazardous road conditions, the employee shall not suffer a loss of regular earnings where their assignment(s) can be rescheduled with their client(s).
- (b) When a legal state of emergency is declared by the provincial Emergency Measures Organization which prevents travel, employees affected shall not suffer a loss of their scheduled client service time for up to five (5) consecutive calendar days, commencing the date declared.
- (c) The parties acknowledge that it is the responsibility of the employee to make every reasonable effort to provide client service. However, the Employer recognizes that storm conditions may make it impossible to provide such service. The Employer agrees to place eight (8) hours (at the regular rate of pay) in a bank for each employee on April 1 of each year to be used to pay scheduled hours lost because of storm conditions. If these hours have not been used by March 31 of the following year they shall be paid out.



- (d) Subject to the provisions of Articles 27.03 (a), (b), and (c), all additional absent time due to storm conditions will be deemed to be leave and the employee has the option to take the absent time as unpaid leave or to deduct the absent time from accumulated holiday or vacation time.

27.04 The Employer, the employees and the Union recognize the rights of all persons employed by the Employer to a respectful workplace. The Parties agree that a respectful workplace includes a safe and healthy workplace as legislated by the Nova Scotia *Occupational Health and Safety Act*.

## **ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES**

28.01 Should there be changes in work methods, such changes shall be discussed with the employees affected and the Union prior to their introduction.

## **ARTICLE 29 – RETIREMENT ALLOWANCE**

- 29.01 (1) This provision shall become effective on the date of signing the Collective Agreement.
- (2) This provision shall not apply in conjunction with any other retirement allowance provision.
- (3) 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.
- (4) 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).
- (5) 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.

## **ARTICLE 30 - CONTRACTING OUT**

30.01 No employee covered by this Collective Agreement shall be laid off or suffer a reduction in pay or have his/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. This provision shall apply only to the extent of managerial authority directly controlled by the Board of Directors of the Employer.

## **ARTICLE 31 - GENERAL CONDITIONS**

### 31.01 Work Related Travel

Travel time between clients is part of the normal hours of work as per Article 17.01 of this Collective Agreement.

- 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 time from home to the first client of the day and the last client of the day to home is an expectation of the job.
- iv) Travel 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 from the first client of the day, between clients, to the last client of the day will be reimbursed.
- vi) The employee shall submit a record of mileage for the reimbursement bi-weekly on the prescribed forms.

31.02 Copies of work related policies and regulations shall be provided to the Union.

31.03 When an employee takes work place training during a scheduled day off, she may choose to take another day off, the scheduling of which shall be mutually agreed between the Employer and the employee.

### 31.04 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.

31.05 The Provincial Civil Service rate which is in effect on April 1, 2004 and any changes subsequent to April 1, 2004 shall be made to the mileage rate hereunder during the term of this Collective Agreement.

### **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

32.01 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. The remainder of the Agreement shall remain in effect.

32.02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:

- 1) All provisions of this Collective Agreement will be honoured, and
- 2) Any outstanding issue(s) shall be referred to the Labour Relations Board.

### **ARTICLE 33 - GENERAL**

33.01 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

### **ARTICLE 34 - NO STRIKES, NO LOCKOUTS**

34.01 The Parties and the employees agree that during the term of this Agreement and while negotiations continue as set out in the *Trade Union Act* there shall be no work stoppages as prohibited by the *Trade Union Act*. Neither shall the Employer cause a lockout of its employees during the term of this Agreement or while negotiations continue subject to the terms of the *Trade Union Act*.

### **ARTICLE 35 - TERM OF AGREEMENT**

35.01 This Agreement shall be in effect from April 1, 2012 to March 31, 2015. This Agreement shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing between sixty (60) days and ninety (90) days prior to the expiration date in any year that it desires its termination or amendment.

35.02 Within twenty (20) working days of receipt of notice to bargain, negotiations shall commence. This time period may be extended by agreement of the Parties.

35.03 Changes in Agreement - Any changes mutually deemed necessary to the Agreement may be made in writing at any time during the life of this Agreement.

35.04 Wages for all employees shall be retroactive as applicable in accordance with Schedule "A" Classification and Pay Scale. Employees leaving the employ of the Employer due to retirement prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice with thirty (30) days of signing of this agreement. All other provisions of this Collective Agreement shall apply prospectively from the date of signing of this Collective Agreement, unless otherwise indicated.

**ARTICLE 36 - SIGNATORIES**

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be Executed by the hands of their duly authorized signing Officers.

Dated at Bridgewater, Nova Scotia this 21 day of March, 2014.

SIGNED AND DELIVERED )  
In the Presence of )

S. Strumpf  
Witness  
M. J. [Signature]

**Lunenburg County Home Support  
Services Society**

Per [Signature]  
Per [Signature]

**Canadian Union of Public  
Employees, Local 3936**

Per [Signature]  
Per [Signature]  
Per [Signature]

**SCHEDULE "A"**  
**CLASSIFICATION & PAY SCALE**  
**LUNENBURG COUNTY 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
<b>Home Support Worker</b>	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.

**MEMORANDUM OF AGREEMENT – PENSION PLAN**

**BETWEEN**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY  
(the “Employer”)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936  
(the “Union”)**

**WHEREAS** the Employer and the Union are parties to a collective agreement dated November 2, 2007 with expiry date of September 30, 3009 (as amended by Memorandums signed on November 29, 2007 and September 28, 2008) (the “Collective Agreement”);

**AND WHEREAS** the Employer and the Union have agreed to amend the Collective Agreement by replacing the Memorandum of Agreement re: Pension Plan appended to the Collective Agreement.

**NOW THEREFORE** the parties agree to amend the Collective Agreement as follows:

1. The Memorandum of Agreement re: Pension Plan is hereby rescinded and replaced with this Memorandum.
2. The Employer will become a Participating Employer in the Nova Scotia Association of Health Organizations Pension Plan (the “NSAHO Pension Plan”) effective after August 15, 2009 and not later than September 1, 2009, (the “Participation Date”).
3. All employees defined as “full-time” in the NSAHO Pension Plan text (“Full-Time Employees”) who are hired after the Participation Date will be required to join the NSAHO Pension Plan in accordance with the terms thereof. All other employees hired after the Participation Date will have the option to join the NSAHO Pension Plan at any time provided they meet that Plan’s eligibility requirements.
4. Employees who are currently members of the existing defined contribution pension plan (the “Standard Life Plan”) may choose to accrue future service following the Participation Date under the NSAHO Pension Plan provided they signify in writing their election to become a member of the NSAHO Pension Plan no later than August 15, 2009. Employees who do not signify such election shall remain in the Standard Life Plan and remain subject to its terms and conditions as may be amended from time to time.

5. Employees who are eligible and have the option to join the Standard Life Plan must choose by August 15, 2009 whether they will exercise such option after which they will no longer be eligible to become members of the Standard Life Plan.
6. Full-Time Employees at the Participation Date who are not members of the Standard Life Plan will be required to join the NSAHO Pension Plan within three (3) months following the Participation Date. All other employees have the option to join the NSAHO Pension Plan at any time provided they meet the NSAHO Pension Plan's eligibility requirements.
7. Non Full-time Employees who currently contribute 3% of earnings to a group RRSP (the "Cooperators Plan"), may continue making contributions to the Cooperators Plan or exercise any option they may have to join the Standard Life Plan by August 15, 2009 or, subject to meeting the NSAHO Pension Plan's eligibility requirements, join the NSAHO Pension Plan.
8. Full-Time Employees who currently contribute 3% of earnings to the Cooperators Plan with such contributions matched by the Employer, are subject to Paragraphs 5 and 6 above (ie. they must choose to join either of the Standard Life Plan, if eligible, or the NSAHO Pension Plan).
9. The contributions which some employees and the Employer currently make to the Standard Life Plan to correct a prior administrative error ("Error Correction Contributions") will not cease or otherwise be impacted by this Memorandum except that where an employee elects to participate in the NSAHO Pension Plan, such Error Correction Contributions will be re-directed from the Standard Life Plan to the Cooperators Plan.
10. Employees who become members of the NSAHO Pension Plan may leave any existing funds in the Standard Life Plan or the Cooperators Plan or transfer such funds out of these arrangements, subject to any rules or limits that may be imposed by the service providers of these arrangements or that exist under applicable regulations. Funds that are transferred out may be used to purchase past serve under the NSAHO Pension Plan subject to the normal provisions of the NSAHO Pension Plan and any applicable regulatory constraints.
11. Except for Error Correction Contributions as provided under Paragraph #9 above, and subject to the terms of the three plans and the terms hereof, the Employer shall only make contributions on behalf of employees under and in accordance with the terms of one of the three plans (ie. one of the NSAHO Pension Plan, the Standard Life Plan or the Cooperator's Plan).





Employees will not be permitted to change options or otherwise reverse their decisions after August 15, 2009.



This Memorandum of Agreement hereby amends, and shall be appended to and considered incorporated into the Collective Agreement.

Dated at Bridgewater, Nova Scotia this 21 day of March, 2014.



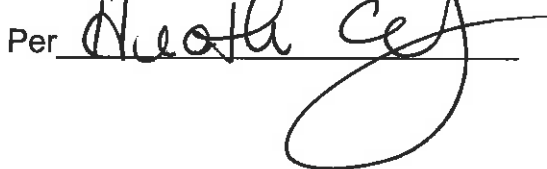
SIGNED AND DELIVERED  
In the Presence of

  
Witness  


**Lunenburg County Home Support  
Services Society**

Per   
Per 

**Canadian Union of Public  
Employees, Local 3936**

Per   
Per   
Per 



**MEMORANDUM OF AGREEMENT – JOINT PROVINCIAL COMMITTEE - WCB**

**BETWEEN**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY  
(the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3936  
(the "Union")**

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.

Dated at Bridgewater, Nova Scotia this 21 day of March, 2014.

SIGNED AND DELIVERED  
In the Presence of

Sheryl  
Witness  
W. M. Linn

Lunenburg County Home Support  
Services Society

Per Jon Lyndal  
Per Stacey Lane

Canadian Union of Public  
Employees, Local 3936

Per Lusa Mason  
Per Martine Fournier  
Per Ned G

**MEMORANDUM OF AGREEMENT – DENTAL PLAN**  
**BETWEEN**

**LUNENBURG COUNTY HOME SUPPORT SERVICES SOCIETY**  
**(the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 3936**  
**(the "Union")**

The Parties agree that dental benefits will be made available to all regular part-time employees in the bargaining unit in accordance with the following:

1. Dental benefits will be made available to regular part-time employees in the bargaining unit effective no more than three months after date of signing, but as soon as arrangements can be made with the plan provider.
2. Participation in the plan will be mandatory for all regular part-time employees, except where satisfactory proof of coverage under a spousal plan is provided.
3. Upon commencement, premium costs for the plan for regular part-time employees will be shared on the basis of 50% Employer and 50% Employee.

Dated at Bridgewater, Nova Scotia this 21 day of March, 2014.

SIGNED AND DELIVERED  
In the Presence of

S. Frank  
Witness  
U. McLean

Lunenburg County Home Support  
Services Society

Per Jean Legumbe  
Per Stacey Lane

Canadian Union of Public  
Employees, Local 3936

Per Lisa Mason  
Per Walter James  
Per Neeta J