

COLLECTIVE AGREEMENT

Between:

VICTORIA COUNTY HOME SUPPORT SERVICES SOCIETY

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4354**

(Effective from April 1, 2015 to March 31, 2021)

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THIS AGREEMENT made this 30 day of September, 2020.

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 4354
(hereinafter called "the Union")

PARTY OF THE FIRST PART

- and -

THE VICTORIA COUNTY HOME SUPPORT SERVICES SOCIETY,
Baddeck, Nova Scotia

(hereinafter called "the Employer")

PARTY OF THE SECOND PART

ARTICLE 1 – PREAMBLE

1:01 It is the purpose of both parties to this Agreement:

- a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc..
- c) To encourage efficiency in operations.
- d) To promote the morale, well-being, security, and
- e) confidentiality of all employees in the bargaining unit of the Union, and

1:02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

1:03 Now therefore the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Union recognizes that it is the exclusive function and right of the Employer to exercise the regular and customary function of management and to direct the working force and to manage the home support workers in all respects. All rights of management that existed prior to the signing of this Agreement shall remain in force except that they are limited by any specific provisions of this collective agreement.

ARTICLE 3- INTERPRETATIONS AND DEFINITIONS

3:01 **Definitions: For the purpose of this Agreement:**

"Bargaining Unit" is the unit for collective bargaining covering all persons employed by the Victoria County Home Support Services Society as Home Support Workers. Also excluded are grant workers, field placement students, and students.

"Employer" means The Victoria County Home Support Services Society.

"Employee" means a person employed as a home support worker.

(a) A **"Full-Time Employee"** is one who is regularly scheduled to work on a fulltime basis and has availability of 75 hours biweekly, and who normally works an average of seventy-five (75) hours in a biweekly pay period, and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full-Time Employees.

(b) A **"Regular Part-Time Employee"** is one who is employed on a continuing basis, and who has availability of less than 75 hours biweekly, and who is regularly scheduled to work less than the schedule of a Full-Time Employee and who has successfully completed the probationary period. Except where provided otherwise and subject to the eligibility requirements of third party plans, this Collective Agreement is applicable to Regular Part-Time Employees on a pro rata basis.

(c) A **"Part-Time Employee"** is one who has completed one thousand (1000) hours of actual time worked. Except where provided otherwise and subject to the eligibility requirements of third party plans, this Collective Agreement is applicable to Part-Time Employees on a pro-rata basis to paid hours.

"Probationary period" means a period of 420 worked hours unless an additional period of probation, up to a maximum of 100 additional work hours, is agreed to in writing by the Employer and the Union prior to the employee reaching 420 hours.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4:01 The Employer recognizes the Canadian Union of Public Employees and its Local 4354 as the sole and exclusive bargaining agent for all Home Support Workers employed by the Victoria County Home Support Services Society, excluding those excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act of Nova Scotia.

4:02 The Employer will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, work telephone, and work email.

The list will be provided to the Union contact designated by the Local Executive on an annual basis.

4:03 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 when regular employees are not available or for training purposes.

4:04 No employee shall be permitted or required to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this collective agreement.

ARTICLE 5 - UNION DUES - CHECK-OFF

5:01 The Employer shall deduct from every employee in the bargaining unit any bi-monthly dues, initiations, or assessments levied in accordance with the Union Constitution and / or By-Laws and owing to the Union.

5:02 Deductions shall be made from the payroll bi-monthly and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following accompanied by a list of all employees from whose wages deductions have been made and the total earning for these employees for that pay period.

5:03 Acquainting New Employees

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.

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.

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 be done without loss of regular pay and up to one-half (1/2) hour shall be allotted for this.

ARTICLE 6 - NO DISCRIMINATION

6:01 The Employer agrees that there shall be no discrimination against any employee by reason of race, religion, creed, sex, sexual orientation, same sex family status, physical disability, mental disability, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation, or activity.

6:02 No Discrimination for Union Activity

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

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7:01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with a list of its officers. Similarly, the Employer will, when requested, supply the Union with a list of its supervisory or other persons with whom the Union may be required to transact business.

7:02 The Bargaining Committee

The Bargaining Committee shall be appointed and consist of not more than three (3) representatives of the Employer, as appointees of the Employer, and consists of not more than three (3) representatives of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees of the Committee.

7:03 Representatives of Canadian Union

The Union shall have the right, at any time, to have the assistance of the representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance; time to be set with the Agency Director of Victoria County Home Support Services Society or her/his designate and such representatives shall obtain permission of the Agency Director; such permission shall not be unreasonably withheld.

7:04 Remuneration for Employees on Negotiating Committee

Employees serving on the Negotiating Committee shall receive their regular rate of pay not to exceed regular working hours on any given day.

7:05 While on leave for union business, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on Union business. The Employer shall bill the Union for all monies owing, including Employer costs for benefits.

7:06 The Employer shall make available to the Union, on request and with reasonable notice, information or documents relating to CUPE Members' employment and required for collective bargaining purposes such as policies, hiring date, and hours of work.

ARTICLE 8 – CORRESPONDENCE**8:01 Correspondence**

All correspondence between the parties and arising out of this agreement or incidental thereto shall pass to and from the Agency Director or designate the Victoria County Home Support Services Society and the President and Secretary of the Union Local or their designate.

ARTICLE 9 – DISCHARGE, DISCIPLINE, AND SUSPENSION

9:01 An employee who has completed the probationary period may be dismissed or disciplined but only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason(s) in the presence of a shop steward or Union representative. Such employee and the Union shall be notified within five (5) days with full disclosure in writing of the reason(s) for such discipline.

9:02 The employment of an employee may be terminated at any time during the probationary period. The Employer shall not be required at any time to establish just cause in the event of such termination.

9:03 An employee 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.

- 9:04 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 their record.
- 9:05 The record of an employee shall not be used against them at any time after eighteen months (with the exception of client abuse) following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 9:06 Prior to an employee being disciplined by the Employer at a meeting, the employee shall be notified so that the employee shall have the right to have a Steward or Union representative present. In an emergency situation, or where an employee/employer, or client is in jeopardy, there shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union representative. The Employer shall not be responsible for any expenses except for regular earnings incurred by the Steward or Union member designated to attend such meeting.
- 9:07 An employee shall have the right to have access to and review their personnel file at a mutually agreed time. An employee must be notified of any adverse report and be given an opportunity to reply to any adverse report. Failure to notify an employee will render said adverse report null and void.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10:01 An employee who has a question or complaint shall refer it to his or her immediate supervisor within five (5) working days of becoming aware of the occurrence leading to the question or complaint. The supervisor shall reply to the employee within five (5) working days from the date of submission. A shop steward, if available, shall be present during any discussion.
- 10:02 In order to provide for an orderly and speedy procedure for the settlement of grievances, the employer acknowledges the right of the Union to appoint a Committee, a Shop Steward, whose duties shall be to assist any employee, which the Committee represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.
- 10:03 A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee or employees of the Union, or a case where it is alleged that the Employer acted unjustly.
- 10:04 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- STEP 1** The employee have a Grievance shall, with the Shop Steward, submit the Grievance, in writing, including the detailed nature of the Grievance to the

Agency Director who shall render a decision within five (5) working days after receipt of such notice outlining in full the reasons why the grievance was denied.

STEP 2 Failing settlement being reached in Step 1 within five (5) working days, the Union will submit the written Grievance for inclusion on the agenda for a special or the next regular meeting of the Victoria County Home Support Services Society. The Union will be notified of the decision of the Board of the Victoria County Home Support Services Society seven (7) days from the date of the meeting.

STEP 3 It is understood that the parties may submit the dispute to arbitration within ten (10) days after the completion of Step 2. At each step of the Grievance procedure, the grievor shall have the right to be present.

- 10:05 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union or the Employer has a grievance, the complaint stage and Step 1 of the Article may be by-passed.
- 10:06 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1.
- 10:07 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.
- 10:08 Replies to all grievances, stating reasons, shall be in writing at all stages except at the complaint stage.
- 10:09 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 10:10 If either of the parties fail to process a grievance to the next step in the grievance procedure within the time limits specified, the time limits specified may be extended by mutual consent of the parties.
- 10:11 An arbitrator shall give the parties an opportunity to properly present their case in order to determine the real matter in dispute.
- 10:12 In determining the time in which any step under the foregoing proceeding is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. The time limits established in this Article maybe altered by the written, mutual consent of the parties.

10:13 The parties may mutually agree in writing to waive, extend, or suspend the time provisions contained in the grievance procedure with respect to Step 3 by agreeing to request a Conciliation Officer from the Nova Scotia Department of Labour to act as a non-binding mediator. Any discussions by the parties or recommendations by the mediator shall be made without prejudice to any further proceedings. Any recommendation made by the mediator shall not be binding on either party and either party hereby retains the right to proceed to arbitration failing a mutual satisfactory resolution to the grievance through this mediation. All discussions, notes, recommendations, and file materials whatsoever produced during the mediation, if any, shall be sealed by the parties and the mediator and shall be considered confidential by the parties.

ARTICLE 11 – ARBITRATION

11:01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party. The parties agree that a single arbitrator shall be used from the list following on a rotating basis. Each party shall provide the names of two arbitrators for the rotating list. It is understood in a matter of discipline/discharge, either party may request a three (3) person Arbitration Board.

11:02 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision as soon as possible from the time the arbitrator is appointed.

11:03 The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties and may not be changed. The Arbitration Board shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures before them but shall not have the power to add, subtract, or modify any terms of this Agreement.

11:04 The parties to the Agreement will pay to the arbitrator their share of one-half (1/2) the cost each.

ARTICLE 12 - SENIORITY

12:01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall, together with qualifications and ability to do the job be used in determining preference or priority for promotions, transfer, demotion, lay-off, permanent reduction of the workforce, and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

12:02 Notwithstanding Article 12:01, the Union acknowledges that 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 of good client care are prime concerns in the assignment of employees to providing care to client.
- b) Clients' distance from the employee's residence and the possible expansion of service to the client by the client's Home Support Worker are also factors to be considered in the assignment of work.
- c) 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.
- d) 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.
- e) 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.

12:03 Seniority List

- a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commence work on the same day, seniority will be determined by the greater number of hours worked by the employee. An up to date seniority list shall be sent to the Union and posted in January of each year.
- b) The Union shall have thirty (30) days to examine the seniority list. If within that time no error is identified in writing by the Union and/or the Employer, the list will be deemed accurate.
- c) Upon the Union or Employer establishing proof of error in the seniority list, the list will be corrected.
- d) Attached as Appendix "A" to this Agreement is the seniority list applicable as of March 9, 2012, which is acknowledged by the parties to be accurate as of the date of ratification of this Agreement.

12:04 An employee shall continue to accrue seniority rights if they are 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:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns;
- c) the employee was absent from work in excess of two (2) days without notifying the Employer and/or unless there is just cause;
- d) 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;
- e) the employee retires by reason of age or disability;
- f) the employee is laid off for a period longer than twelve (12) months;
- g) the employee does not work for twelve consecutive months.

12:05 An employee who has terminated her/his employment through resignation may withdraw her/his resignation by notice in writing delivered to the Agency Director within 48 hours of the time the resignation has been acknowledged by the Agency Director.

ARTICLE 13 - JOB POSITIONS

13:01 When a vacancy occurs in the bargaining units, or new positions are created, the Employer agrees to post the position for a minimum of two (2) weeks unless otherwise mutually agreed upon.

13:02 Information on Postings:

Notices shall contain the following information - Nature of position, qualification, required knowledge and education, skills, shift, wage, salary rate, or range.

13:03 Recognition of Seniority:

Both parties recognize:

- a) The principle of promotion within the service of the Employer.

- b) That job opportunity should increase in proportion to length of seniority, provided that the employee has the qualifications and ability to do the job.

13:04 Method of Making Appointment:

Therefore, in making staff changes, transfers, or promotions, appointments shall be made to the applicant with the greatest seniority provided the employee has the necessary qualifications, ability, knowledge, education, and skills to do the job.

- 13:05 The successful applicant shall be placed on a trial period for 420 accumulated hours. After a satisfactory completion of the trial period and a job evaluation, the appointment shall become permanent and the employee notified by the Employer. If during the trial period the applicant proves unsatisfactory or determines they are unable to perform the duties of the new job classification, they may return to their former position without loss of seniority and return to the wage or salary consistent with the classification. Any other employee transferred because of the rearrangement of positions may also return to their former position without any loss of seniority and return to the wages or salary of that classification.

ARTICLE 14 - SCHEDULING AND HOURS OF WORK

14:01 Work Week

The work week shall mean Sunday to Saturday.

14:02 Normal Hours of Work

Normal hours of work shall mean up to 75 hours bi-weekly as scheduled by the Employer. Subject to Articles 12:02 and 14.03, every reasonable effort shall be made to schedule the most senior employees.

14:03 Rotation

An employee maybe assigned work on Saturday, Sundays, evenings, and holidays on a rotating basis.

14:04 No Guarantee

The hours of work set out in this Article are in no way intended to be a guarantee of work. It is recognized that the hours of work are subject to change by the Employer as the client care needs dictate.

14:05 Schedules

Schedules will be provided to the employee on a weekly basis.

14:06 Scheduled Hours

Scheduled hour(s) that are cancelled by the Employer are to be rescheduled by the Employer if possible. In the event of such a cancellation(s), the Employer shall, if possible, provide the employee with a replacement hour(s) within the relevant bi-weekly pay period and/or at the Employer's option, within three (3) days of the end of the pay period in which the cancellation(s) occurred. In the event that a replacement hour(s) cannot be provided to replace the hour(s) cancelled by the Employer, the employee shall be paid for the cancelled scheduled hour(s). If an employee does not accept or is not available for the replacement hour(s) proposed by the Employer, the cancelled hour(s) will not be rescheduled or paid. For the purpose of this Article, the daily hours of work for the employees do not have to be consecutive; however, an employee's day will not exceed nine and one-half (9 ½) hours. Employees shall be available to work as scheduled by the Employer. This provision is effective the date of ratification and has no retroactive effect.

14:07 Paid Breaks

Effective the date of ratification, normal hours of work shall include the following paid breaks based upon hours worked, namely:

0 - 3 hours No break
 3 - 5 hours One 15 minute break
 5 - 9.5 hours Two 15 minute breaks
 9.5 hours and over Three 15 minutes breaks

This Article has no retroactive effect.

14:08 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 Agency Director or her/his designate 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.

14:09 The Employer operates a seven (7) day per week, twenty four (24) hour per day operation and subject to the other provisions contained herein, employees will be scheduled to meet the requirements of this operation.

ARTICLE 15 – OVERTIME

15:01 Definitions

"Overtime" means hours worked in excess of 37.5 hours in the first week of the bi-weekly pay period or hours worked in excess of 75 hours in the bi-weekly pay period and will be compensated at one and a half (1 1/2) times the regular rate of pay. Not more than five (5) consecutive days of work shall be scheduled without days off except by mutual agreement between the Employer / employee. The one (1) hour paperwork allowance provided for in Article 29:03 is not to be considered for the purposes of calculating overtime.

"**Time and one-half**" means one and one half (1 1/2) times the straight time hourly rate for the employee.

15:02 Overtime Compensation

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

15:03 Call Back Provisions

An employee required to return to work after their scheduled work hours as outlined in Article 14, Scheduling and Hours of Work, shall be paid a minimum of two (2) hours overtime.

ARTICLE 16 – TRAVEL

16:01 Work Related Travel

Travel is an expectation of the job.

- a) Reimbursement on a kilometer basis and daily rate will be at the Provincial Civil Service rate in effect at the time the travel is incurred. The employee shall have the option to choose whether reimbursement is paid at the government rate for travel, or at the fixed rate, but must choose which method of reimbursement will apply to the employee at the commencement of the calendar year. The method of reimbursement chosen by the employee will then apply without change for the calendar year. This option is effective at the date of signing and is not retroactive. It is agreed that for employees who reside outside of the boundaries of the County of Victoria, the travel reimbursement pursuant to this Article shall be calculated and reimbursed as if the employee resides on the Victoria County boundary at the point crossed by the employee when travelling to work. This clause is agreed to have no retroactive effect.

- b) Travel from home to the first client of the day and the last client of the day to home is an expectation of the job and will not be compensated, except that travel in excess of twelve (12) kilometers from home to the first client of the day and/or travel in excess of twelve (12) kilometers from the last client of the day to home shall be compensated provided the employee has not chosen the fixed rate compensation option as outlined in Article 16:01 a).
- c) Travel from the first client of the day, between clients, to the last client of the day will be compensated.
- d) The employee shall submit a record of mileage and days travelled for the reimbursement monthly on the prescribed form.
- e) An employee who works fewer than three and one-half (3½) hours, including travel, in a day will be compensated in accordance with Article 16:01 a) for kilometers travelled from home to the first client of the day and from the last client of the day to home, provided the employee has not chosen the first rate compensation option as outlined in Article 16:01 a).

16:02 Client Related Travel

Employees shall not transport clients in employee's own or client's vehicles.

ARTICLE 17 - PAID HOLIDAYS

17:01 The paid holidays for employees shall be:

New Year's Day	Labour Day
Nova Scotia Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1/2 Day Christmas Eve
1st Monday in August	1/2 Day New Year's Eve

17:02 Any day proclaimed or observed by the Federal or Provincial Governments in the Municipality of the County of Victoria shall be deemed a holiday.

17:03 In order to qualify for holidays:

- a) An employee must have worked her/his last scheduled shift before and after the holiday.
- b) Holiday pay shall be determined by average hours paid as a percentage of full-time in the previous thirty (30) calendar days.

- 17:04 If any of the above holidays fall on a Saturday or Sunday, the Employer shall grant the employee(s) the holiday with pay on a pro rata basis on the day observed by the Provincial Government employees.
- 17:05 If an employee is required to work on any of the foregoing recognized holidays, they shall be paid at the rate of one and one half (1 1/2) times their regular rate for hours worked on that day, plus a day off in lieu of the holiday.
- 17:06 For the purposes of this Article, "Christmas block" is defined to include Christmas Eve, Christmas Day, and Boxing Day as a block of two and one-half (2 1/2) consecutive days and "New Year's block" is defined to include New Year's Eve and New Year's Day as a block of one and one-half (1 1/2) consecutive days. Subject to operational requirements, the Christmas block and New Year's block shall be rotated so that an employee will not be required to work two (2) consecutive Christmas blocks or two (2) consecutive New Year's blocks. This Article is to be effective the date of ratification and has no retroactive effect.
- 17:07 If an employee is off on a scheduled holiday as defined in Article 17:01 and a death occurs which falls within the provisions of Bereavement Leave, Article 23:06, bereavement leave shall be substituted for that holiday. This Article is to be effective the date of ratification and has no retroactive effect.
- 17:08 Employees shall be permitted to bank up to twenty (20) hours of holiday time as defined in Article 17 provided that upon an employee banking twenty (20) hours, all banked hours must be used within the next thirty (30) days or paid out. In each and every year all banked hours must be used or paid out by March 31'. Employees shall only be permitted to bank holidays to which they are scheduled and entitled.

This Article is not retroactive and is effective as of April 1, 2014. Any and all banked hours existing to March 31, 2014 are to be paid out.

ARTICLE 18 – VACATION

- 18:01 An employee shall be entitled to annual vacation on the following basis:
- 3 weeks after 1 year
 - 4 weeks after 8 years
 - 5 weeks after 12 years
 - 6 weeks after 20 years
- 18:02 An employee's vacation pay shall be pro-rated according to her/his paid hours in the preceding calendar year. One (1) year's service is equal to 1950 hours paid which includes Workers' Compensation, sick leave, vacation, and holidays.

- 18:03 An employee shall be able to carry over a maximum of five (5) vacation days per year to be paid at the employee's current rate at the time the days are taken. Any vacation days carried over must be used within twelve (12) months or paid out to the employee. An employee terminates employment or retiring before taking her/his vacation entitled shall be paid vacation time owing.
- 18:04 The vacation year shall be April 1st to March 31st.
- 18:05 If a paid statutory holiday falls or is observed during an employee's vacation period and the employee qualifies for that holiday, the employee shall be granted an additional day's vacation on a pro- rata basis.
- 18:06 An employee who becomes ill and has medical verification during vacation shall be entitled to payment from accumulated sick leave credits. The period of vacation lost shall be rescheduled at a time mutually agreed upon by the Employer and employee.
- 18:07 An employee who is on vacation time when a death occurs in the employee's immediate family, as defined in Article 23:06, Bereavement Leave as outlined in this Collective Agreement, will take effect and vacation time shall be rescheduled at a time mutually agreed upon by the Employer and employee.
- 18:08 Vacations shall be granted on the basis of seniority, subject to operational requirements. Such vacation will not be unreasonably denied.
- 18:09 a) Employees shall be entitled to three (3) personal days per year with pay, one (1) of which may be used for a medical or dental appointment. These days shall be pro-rated for all employees in the same manner as vacation days and shall not accumulate from year to year.
- b) Employees shall be entitled to two (2) additional personal days per year with pay to be taken from the employee's sick leave bank. Sick leave days used pursuant to this Article will not be used in the calculation of the sick leave incentive pursuant to Article 19.08. These personal days shall not accumulate year to year. This clause is not retroactive and will be effective as of April 1, 2014. Employees must have sick leave banked as of March 31, 2014 and on each March 31' thereafter to invoke this provision.
- 18:10 Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee his/her request to enjoy his/her vacation entitlement in a single unbroken period of leave.
- 18:11 An employee shall not receive any more than four (4) weeks unbroken vacation during the period beginning July 1st and ending August 31' in any single year.

18:12 The Employer shall post a vacation list with the employee's name and accrued vacation on or before April 15th of each year. Employees shall have until May 7th in each and every year to submit their requested vacation time to the Employer. The Employer shall advise the employee in writing on or before May 22nd if his/her vacation has been approved. The scheduling and approval of vacation is subject to operational requirements and Articles 18:08 and 18:10.

ARTICLE 19 - SICK LEAVE

19:01 Sick Leave Defined

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 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.

Should an accident, resulting in injury, be covered by Workers' Compensation, then Victoria County Home Support Services Society will abide by the rules and regulations of the Workers' Compensation Board with "top up" to the employee's pay from their sick leave benefits provided the employee has sick leave credits.

19:02 Amount of Sick Leave

Each employee shall be granted one and one half (1 1/2) days of sick leave per month with pay for each calendar month of work for the Employer up to a maximum accumulation of one hundred and eighty (180) days on a pro-rata basis.

19:03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. An employee is to be advised in writing of the amount of sick leave accrued to her/his credit by March 31' of each year.

19:04 Employee To Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer in advance of the date of her/his return to work. Abuse of sick leave shall be cause for disciplinary action.

19:05 The 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 (1) hour prior to the start of their scheduled work assignment(s).

19:06 Medical Certificate

An employee may be requested to produce a medical certificate from a qualified medical practitioner of the employee's choice, after the third (3rd) illness in any year, certifying that such employee is unable to carry out his/her duties due to illness. The Employer will pay the cost of the medical certificate.

19:07 Notification

Employees will not be responsible to notify their clients when they are off sick.

19:08 Sick Leave Incentive

Commencing November 30, 2021 and on November 30th of each year, an employee who has used less than four (4) sick days in the preceding twelve (12) month period, shall receive a sick leave incentive equal to six (6%) percent of the total accumulation of banked sick leave.

ARTICLE 20 - EDUCATION AND TRAINING

20:01 Education and Training

- a) The Employer recognizes that continuous education is of benefit to the Agency, staff, and clients.
- b) The Employer will continue to make available appropriate training programs to enable employees to perform present and future duties more effectively. The cost of these training programs shall be borne by the Employer.
- c) Employees who do not attend scheduled employee training without reasonable excuse will be responsible for costs of retraining. Reasonable excuse shall be limited to serious personal injury, illness or death in the immediate family, or an employee who is on Workers' Compensation. Immediate family is defined as in Article 23:07.

ARTICLE 21- WORKERS' COMPENSATION

- 21:01 a) When an employee is being compensated under the Workers' Compensation Act, the Employer will pay a supplement to the employee to the extent of maintaining the applicable pre-injury net bi-weekly pay of the employee at the rate determined by the Workers' Compensation Board. This supplement shall also apply to the first two (2) days of an injury or

accident for which an employee receives Workers' Compensation benefits. It is agreed by 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 in writing that he/she does not want the earnings replacement 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 is exhausted, this 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, group life insurance, and pension while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months, provided the employee elects to pay the employee's portion.
- c) An employee shall continue to maintain 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 total of one (1) year of annual vacation entitlement.
- e) An employee shall not accrue any other benefits whatsoever on Workers' Compensation.

ARTICLE 22 - EMPLOYEE ASSISTANCE PLAN

22:01 Without detracting from existing rights and obligations of the parties and other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with substance abuse (drugs and alcohol) and/or gambling addiction, to undergo a coordinated program directed to the objective of their rehabilitation.

ARTICLE 23 - LEAVE OF ABSENCE

23:01 Pregnancy Leave

- a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- b) A pregnant employee, who has been employed with the Employer for at least one (1) year is entitled to an unpaid leave of absence of up to seventeen (17) weeks for pregnancy.

- c) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- d) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- e) Pregnancy leave shall begin on such date as the employee determines but not sooner than sixteen (16) weeks preceding the expected date of delivery and not later than the date of delivery.
- f) Pregnancy leave shall end on such date as the employee determines but not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.
- g) While an employee is on pregnancy leave, the Employer shall maintain the current coverage for medical, extended health, group life, and any other new employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave if the employee agrees and pays their share of the agreed portion of the deduction.
- h) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave and her service seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits.
- i) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave may be granted sick leave in accordance with the provisions of Article 19.

j) **Pregnancy Leave Allowance**

The Employer will set up a supplemental EI maternity plan for the benefit of an eligible employee on pregnancy leave. The supplement will not exceed Two Hundred Dollars (\$200.00) per week for the first two (2) weeks and Seventy Five Dollars (\$75.00) for every week thereafter to a maximum of seventeen (17) weeks. The supplement paid to an employee will be reduced if, when combined with her weekly EI benefits, the total exceeds the employee's normal bi-weekly wage earnings (100% of gross).

In order for an employee to be eligible for supplementary benefits, the pregnant employee must have worked a minimum of one thousand five hundred (1,500) hours in the previous eighteen (18) months.

23:02 Parental and Adoption Leave

- a) **Parental Leave** An employee who has worked for the Employer for at least one (1) year who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to the amount allowable under the Labour Code, Province of Nova Scotia, and the Government of Canada Employment Insurance Regulations.
- b) **Adoption Leave** An employee who becomes a parent of one or more children through the placement of a child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to the amount allowable under the Labour Code, Province of Nova Scotia, and the Government of Canada Employment Insurance Regulations.
- c) The leave referred to in Articles 23:02 a) and 23:02 b) shall be given at any time during the period between the date of arrival at home or placement in the home of a child and seventy-eight (78) weeks following those dates.

23:03 Rights of Employees on Pregnancy or Parental Leave

- a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- b) When an employee reports for work upon the expiration of the period referred to in Article 23:01 or 23:02 they shall resume work in the same position they held prior to the commencement of the leave. During the period of leave, the Employer will pay the agreed portion of the benefit plans if the employee chooses to pay their share of the agreed portion of the deduction.
- c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority credits for the duration of the leave and seniority shall be deemed to be continuous.

23:04 Leave for Birth of Child

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

23:05 Leave for Medical and Dental Appointment

- 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. Employees may be requested to provide proof of medical/dental appointments.
- b) Time off for such appointments shall be deducted from the personal days permitted by this Agreement.

23:06 Bereavement Leave

When a death occurs in the immediate family of a scheduled employee covered by this Agreement, such employee shall be granted bereavement leave with pay for a period of five (5) working days.

Immediate family is defined as spouse, children, father (step), mother (step), brother (step), sister (step), father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchildren, grandparent, grandchild, and a person permanently residing in the employee's household.

Bereavement leave of one (1) working day with no loss of regular earnings shall be granted to an employee covered by this Agreement for the purpose of attending the funeral of an aunt, uncle, niece, or nephew provided such day is a normal working day.

Employees who must travel outside of Cape Breton will be granted with pay an additional two (2) day leave. A scheduled employee shall be paid for regular hours of work that was scheduled during these two days.

For the bereavement leave to apply, the employee covered by this Agreement must have been scheduled for work on the days which would be granted under the terms of the bereavement leave for the bereavement leave to apply.

These days cannot be carried over and must be taken at the time of bereavement, however; where the internment or memorial services is not held within the allotted days immediately following the death of a family member as defined in Article 23:06, in the event that there is subsequently an internment or

memorial service which falls on a work day, the Employee shall be entitled to bank one (1) of the days referred in Article 23:06 and take the day at a later time for the purpose of attending the service. The Employee must advise the Employer at the time of bereavement of their intention to bank the internment day.

23:07 Court Leave

- a) Leave of absence with pay shall be given to every employee, required to serve on a jury.
- b) The employee given leave of absence with pay pursuant to Article 23:07 a) shall have deducted from their salary an amount equal to the amount of money she receives for such duty.

23:08 Employee Responsibility

For any unpaid leave, which results in the employee not receiving wages for a pay period, the employee will be responsible for payment of their portion of medical premiums, or any other plan they are enrolled in that requires deductions to be made from their pay. Arrangements for such payments will have to be made before beginning a leave. Employees on leave of absence are responsible for 100% payment of benefits.

The employee on Long Term Disability will pay 35% of the medical benefits and the Employer will pay 65% of the cost of medical benefits, Once the two (2) years have elapsed, the employee will have the option of payment 100% of the benefit or discontinuing coverage entirely.

23:09 Special Leave

- a) The Agency Director may grant leave of absence to an employee requesting same. Such leave, if granted, may not exceed six (6) months unless agreeable to both parties and such leave shall be without pay.
- b) Any one (1) employee who has been elected as an accredited delegate of the Union shall be granted leave of absence to attend not more than two (2) conventions of affiliated labour bodies annually with pay and without loss of seniority. Such paid leave shall be for a maximum of five (5) days per year.
- c) An employee who is elected or selected for a full-time salaried position with the Union or anybody with which the Union is affiliated shall be granted leave of absence for one nonrenewable one (1) year period.

23:10 Leave for Storm or Hazardous Conditions

When time is lost by an employee as a result of absence or lateness due to storm conditions, or because of the conditions of public highways, or because an employee finds it necessary to seek permission to leave prior to the end of the employee's regular shift because of storm or hazardous conditions, such employee shall be entitled to use up to four (4) days from that employee's sick leave bank. After the employee has exhausted her/his four (4) sick days, an employee can access her/his vacation days. Employees are responsible to notify their clients for such absences or lateness. Sick leave days used pursuant to this Article will not be used in calculation of the sick leave incentive pursuant to Article 19:08.

ARTICLE 24 - MEDICAL COVERAGE AND PENSION PLAN

24:01 Employees shall maintain their medical coverage in accordance with the policy adopted by the Society from time to time on medical/dental group insurance coverage. Eligibility for coverage is determined by the company providing such coverage. This coverage is to be paid sixty five (65%) percent by the Employer and thirty five (35%) percent by the employees.

If an employee, for any reason, is not receiving wages during a pay period and cannot have her/his share of the medical premium deducted, the employee will be responsible to remit her/his portion to the payroll clerk or designate in order to maintain group insurance coverage. Medical coverage will cease upon termination of employment, if an employee is laid off, if an employee is terminated from long term disability, or if an employee does not remit her/his premiums.

An employee who is on Employment Insurance benefits, absent from work, and has exhausted their sick leave, shall pay 100% of the medical coverage costs.

Enrollment and participation in the pension plan shall be mandatory for all employees who meet eligibility requirements pursuant to the provisions of the Nova Scotia Health Employees' Pension Plan.

ARTICLE 25 - HEALTH AND SAFETY**25:01 Safety and Health Provisions**

The employees and the Employer will be governed by the provisions of the Nova Scotia Occupational Health and Safety Act.

ARTICLE 26 - LAYOFF AND RECALLS

26:01 Exceptions

Throughout this Article the use of the word "layoff" does not refer to periodic reductions in scheduled hours of work due to temporary or intermittent shortages of work. It is understood that due to the unpredictability of hours of work, the Employer will not be required to give notice to employees who have their hours temporarily reduced.

26:02 Layoff Procedure

Employees shall be laid off in reverse order of seniority.

26:03 Notice of Layoff

The layoff notice shall include the effective day of layoff.

One (1) week's notice in writing of layoff shall be sent by the Employer to the employee(s) who is/are to be laid off, except where a greater period of notice is required by current legislation.

An employee about to be laid off may bump an employee with less seniority provided that the employee exercising the right is qualified to perform the work of the employee with less seniority,

If an employee's hours are reduced due to temporary or intermittent shortages of work, the employee may exercise her/his seniority to bump to equivalent hours in either his/her own geographic area or an adjacent geographic area. Time spent to travel to and from the first client's home and to the employee's home from the last client's home shall not be paid time and shall be travelled at the employee's own expense.

26:04 Recall

Employees shall be recalled in reverse order of layoff, except where the laid off employee does not have the necessary skills, ability, or qualifications for the classification to be filled by the recall.

26:05 No New Employee

No Home Support Worker outside the bargaining unit shall be employed until all employees on the recall list who are able to perform the work required have been given an opportunity for reemployment.

ARTICLE 27 - RE-OPENER**27:01 Change in Agreement**

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

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28:01 A Labour Management Committee shall be established consisting of two (2) representatives from the Union and two (2) from the Employer. The Committee shall enjoy the full support of both parties.

28:02 The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending service to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service, but not grievances concerned with service.
- e) Correcting conditions causing grievances and misunderstandings.
- f) Other matters of mutual concern.

28:03 The Committee shall meet at least once each quarter or at the request of either party or at a mutually agreeable time during normal working hours. Its members shall receive a notice and agenda of the meeting at least forty eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee, but shall not accrue or gain overtime for participating in this Committee.

28:04 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 the parties and distributed as soon as possible following the meeting.

28:05 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.

28:06 It is agreed between the parties that any information discussed in the meetings of this Committee shall be considered as confidential and shall not be disclosed outside the meeting. The employees acknowledge that personal information regarding their employment may be discussed in the context of the discussions of this Committee and agree that the sharing of such information is contemplated by this provision.

ARTICLE 29 – WAGES

29:01 Rates of Pay

The Employer shall pay wages biweekly for each scheduled employee in accordance with Appendix "B" attached hereto and forming part of this Agreement.

29:02 Bi-weekly Payment of Wages

Wages shall be paid bi-weekly as set out herein.

29:03 Employees shall be provided one (1) paid hour/week to complete the paperwork required by the Employer provided the employee completes and provides the Employer with all required paperwork at the end of each weekly schedule. It is expressly agreed that the one (1) paid hour/week provided for pursuant to this Article is not to be included or considered in any way in the calculation and/or payment of any overtime pursuant to this Agreement.

ARTICLE 30 – UNIFORM ALLOWANCE

30:01 Both parties agree that the employees will be required to dress in accordance with the Employer's Dress Code Policy. The Employer shall provide to each employee up to One Hundred Dollars (\$100.00) per year for uniforms and shoes, the same to be reimbursed on a receipt basis only. The Employer shall also provide disposable and rubber gloves for use in clients' homes. This payment does not apply to any person during their probationary period.

ARTICLE 31 - TERM OF AGREEMENT

31:01 Duration and Renewal

The term of this Agreement shall be from the date of signing to March 31, 2021.

31:02 Effective Date of Agreement

The terms of this Agreement shall become effective from the date of signing.

31:03 The parties shall cost share the printing of this Collective Agreement to a maximum Seventy Five Dollars (\$75.00) total contribution by the Employer.

31:04 Retroactivity

Increases to the salary schedule shall be retroactive from April 1, 2015. All retroactivity will be paid to employees on a separate cheque.

Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to salary retroactivity upon giving the Employer notice within 30 days of the signing of this Agreement.

ARTICLE 32 - NO STRIKES, NO LOCKOUTS

32:01 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 the Agreement or while negotiations continue subject to the terms of the Trade Union Act.

IN WITNESS WHEREOF the duly authorized representatives of the Canadian Union of Public Employees, Local 4354, and the duly authorized representatives of the Victoria County Home Support Services Society have set their hands and affixed their seals this

30 day of September, 2020.

SIGNED, SEALED and DELIVERED
in the presence of

Iske Bellefontaine
Witness

) **VICTORIA COUNTY HOME**
) **SUPPORT SERVICES SOCIETY**
)

) [Signature]
) Per:

) [Signature]
) Per:

SIGNED, SEALED and DELIVERED
in the presence of

[Signature]
Witness

) **CANADIAN UNION OF PUBLIC**
) **EMPLOYEES, LOCAL 4354**
)

) [Signature]
) Per:

) [Signature]
) Per:

APPENDIX "A"**VICTORIA COUNTY HOME SUPPORT SERVICES SOCIETY
SENIORITY LISTING AS OF JULY 28, 2020**

	<u>NAME:</u>	<u>HIRE DATE:</u>
1.	Phyllis Best	1989-06-27
2.	Marlene MacDonald	1991-09-16
3.	C. A. Dolores Murphy	1992-01-17
4.	Carol Daisley	1995-06-16
5.	Stephanie Garland	1996-01-22
6.	Nancy Byrne	1998-03-09
7.	Linda MacRae	2003-05-12
8.	Glori MacLean	2004-05-25
9.	Trish Lewis Pierrard	2007-04-13
10.	Kim Roberts	2008-04-21
11.	Ronda Seymour	2010-06-28
12.	Sarah Corbett	2013-02-13
13.	Linda Foxe	2013-04-19
14.	Rachel Burton	2013-07-26
15.	Kathy Dixon	2014-06-04
16.	Katie Lemoine	2015-10-27
17.	Christina O Quinn	2016-03-26
18.	Alicia MacKinnon	2017-03-21
19.	Angela Dixon	2017-05-23
20.	Brenda MacDougall	2018-04-23
21.	Savannah Fitzgerald	2019-06-05
22.	Debra Hasselmark	2019-08-08

APPENDIX "B"**CLASSIFICATION and PAY SCALE**

			% Increase: 0.00%	% Increase: 0.00%	% Increase: 1.00%	% Increase: 1.50%
Classification		Expired Hourly Rate	Apr.01-15 Hourly Rate	Apr.01-16 Hourly Rate	Apr.01-17 Hourly Rate	Apr.01-18 Hourly Rate
Home Support Worker	Probationary Rate	17.0900	17.0900	17.0900	\$17.2609	\$17.5198
	Regular Rate	17.6800	17.6800	17.6800	\$17.8568	\$18.1247

		% Increase: 0.50%	% Increase: 1.50%	% Increase: 0.50%	% Increase: 1.50%	% Increase: 0.50%
Classification		Mar.31-19 Hourly Rate	Apr.01-19 Hourly Rate	Mar.31-20 Hourly Rate	Apr.01-20 Hourly Rate	Mar.31-21 Hourly Rate
Home Support Worker	Probationary Rate	\$17.6074	\$17.8715	\$17.9609	\$18.2303	\$18.3215
	Regular Rate	\$18.2153	\$18.4885	\$18.5809	\$18.8596	\$18.9539

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

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 shall receive availability pay of the rate of .27 per hour for all hours paid.

Shift Premium

As of March 31, 2015, all employees shall receive a shift premium of \$1.75 per hour for all hours worked between 1800 hours and 0600 hours.

Increase of thirty (30) cents (\$0.30) effective the date of ratification of this Agreement.

An increase of twenty (20) cents (\$0.20) effective on the last day of the agreement
For clarification as of March 31, 2021 all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

Weekend Premium

As of March 31, 2015, all employees shall receive a shift premium of \$1.75 per hour for all hours worked between midnight Friday to midnight Sunday.

An increase of thirty (30) cents (\$0.30) effective the date of ratification of this Agreement.

An increase of twenty (20) cents (\$0.20) effective on the last day of the agreement.

For clarification as of March 31, 2021 all employees shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

The term of this Agreement shall be from April 1, 2015 to March 31, 2021.

Memorandum of Agreement – Joint Provincial Committee – WCB

Guidelines to ensure that Employees are supplemented correctly from their sick leave credits:

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available an employee will be topped up to the net pre accident earning. The top up is to bring the temporary earning replacement benefits (herein after referred to as “TERB”) received by WCB to the net pre accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERB to the net pre accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that Employees are only paid the net pre accident earning amount for sick days and that when the TERB is received from WCB by the Employer the sick leave bank of the Employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars) the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, Employees will also receive sick leave entitlements for the first two (2) days associated with the WCB claim. The two (2) initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an Employee is in receipt of TERB from WCB for a period in excess of five(5) weeks, the Employee will be paid by WCB for the initial two (2) unpaid days after five weeks. If the Employee is paid directly from WCB they are required to provide the Employer with reimbursement of the WCB TERB for the two (2) sick days previously paid. The Employer will then credit the sick leave bank of the Employee with the number of credits equivalent to the TERB for that two (2) day period. In the event that there is any change to the WCB payments with respect to the timing or entitlement to the two (2) days, the Employer will adjust the payment entitlements in accordance with the collective agreement language.
6. If the Employer is paying the Employee directly and accepting reimbursement from WCB the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two (2) day waiting period.

MEMORANDUM OF AGREEMENT

BETWEEN:

VICTORIA COUNTY HOME SUPPORT SERVICES SOCIETY

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4354**

Requests for Reduction of Hours

This Memorandum is to give effect to the agreement of the parties that Employees who wish to reduce their hour of work from 75 bi-weekly, as required under Article 14.02, may request once a year that the Employer reduce their hours.

1. All employees are expected to be available to meet the requirements of the operation. However, an employee who wishes to reduce their hours of work from 75 hours bi-weekly, as described in Article 14.02, shall make a request to the Employer in writing no later than October 15, 2020, and in following years, no later than September 15.
2. Such requests shall be submitted no later than six (6) weeks prior to the Work Week in which the reduction shall take effect.
3. If granted, the reduction shall remain in effect for not less than a one (1) year period. Employees may also make one-time request to return to a 75 hour bi-weekly schedule, to be submitted no later than 6 weeks prior to September 15 of the year following the granting of the request.

All such requests shall be subject to operational requirements, and shall not be unreasonably denied.

SIGNED this 30 day of September, 2020.

SIGNED, SEALED and DELIVERED
in the presence of

Josée Bellefontaine
Witness

) VICTORIA COUNTY HOME
) SUPPORT SERVICES SOCIETY
)
)
)
)
)
)

M. Tom Pat
Per:
[Signature]
Per:

SIGNED, SEALED and DELIVERED
in the presence of

[Signature]
Witness

) CANADIAN UNION OF PUBLIC
) EMPLOYEES, LOCAL 4354
)
)
)
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[Signature]
Per:
[Signature]
Per: