

ORIGINAL

COLLECTIVE AGREEMENT

Between

NEW WATERFORD HOMECARE SERVICE SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3986

Expiring March 31, 2021

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THIS AGREEMENT made this 30 day of October, 2020.

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its LOCAL 3986,
hereinafter called "the Union,"

Party of the First Part

and

THE NEW WATERFORD HOMECARE SERVICE SOCIETY, New Waterford, 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:

- 1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficient, caring and professional delivery of home care services.
- 4) To promote the morale, well-being, security and 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.

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 work force and to manage the NWHSS in all respects. All rights of Management that existed prior to the signing of this agreement shall remain in force except to the extent they are limited by any specific provision(s) of this collective agreement.

- 2.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3986 as the sole and exclusive collective bargaining agent for all of its employees, but excluding Executive Director, Office Employees, and those excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit, except: in cases of emergency when regular Employees are not available or for training purposes; they are Casual Employees as defined in this agreement; or they are students doing field placements and are accompanied by a member of the bargaining unit.

3.03 **DEFINITIONS**

- 1) **FULL-TIME EMPLOYEE** is one who is regularly scheduled on a full-time basis and normally works thirty-five (35) hours per week or seventy (70) bi-weekly and is classified as a full-time employee on the seniority list pursuant to Article 14.02.
- 2) **REGULAR PART-TIME EMPLOYEE** is one who is normally employed on a continuous basis but is not a Full-time or Casual employee as defined in this Article. Benefits of this agreement apply on a prorated basis except as otherwise specified.
- 3) **CASUAL EMPLOYEES** are those who are on an on-call basis as needed. Casual employees are not entitled to the benefits of the Collective Agreement. A casual employee shall become a "regular part-time employee" after four hundred twenty (420) hours of employment.
- 4) **PERMANENT PART-TIME** is one who is employed on a regular scheduled basis for a set number of hours per week that are less than the hours scheduled for a Full-time Employee. A prerequisite for Permanent Part-time Employees shall be that they have first attained the status as of a Full-time Employee. Permanent Part-time employees are entitled to all benefits on a pro-rata basis. Permanent Part-time employees can only return to the status of a Full-time Employee if there is a vacancy in this category.

5) **STUDENT EMPLOYEE**- a student employee is an employee who is in full time attendance in school or Community College or University. A student employee is regularly scheduled but works less than a full time employee. This agreement does not apply to student employees except for rates of pay for new employees under Schedule "A". Use of student employees shall not result in loss of hours or work opportunities for bargaining unit members.

3.04 No employee shall be permitted or required to make a written or verbal agreement with the employer or his representatives which may conflict with the terms of this collective agreement.

3.05 Working Day is defined in Article 17.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

4.01 Both parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage, rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, sexual orientation, place of residence, nor by reason of his/her membership or activity in the Union.

4.02 New Waterford Homecare Service Society is committed to providing a safe and respectful environment for all employees. Harassment for any reason or in any situation is unacceptable. The Employer agrees to develop, jointly with the Union, policies and procedures against personal and sexual harassment and to educate all management personnel and employees on these policies.

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 condition of continued employment, become members in good standing of the Union not later than the time they have reached 420 hours of employment with the Employer in the previous 6 month period. The Union shall not deny membership to any employee and agrees to adhere to the no discrimination clause in Article 4.01.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any dues or assessments levied by the Union on its members. The Union shall inform the Employer that these assessments have been approved by a majority vote of this bargaining unit.
- 6.02 Deductions shall be made monthly from the payroll and shall be forwarded to the CUPE National Office, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, - not later than the 15th 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.
- 6.04 Casual employees shall pay dues after sixteen (16) hours work in a bi-weekly pay period.

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

- 7.01 The Employer agrees to acquaint new employees with the fact that a union 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 his/her Union Steward or Representative. The Steward or Representative shall provide him/her with a copy of the collective agreement.
- 7.03. A representative of the Union shall be given an opportunity to in-service new bargaining unit employees during orientation of new staff, for the purpose of acquainting them with the benefits and duties of union membership. This shall be done without loss of pay and up to (1/2) one-half hour shall be allotted for this. The Employer shall not be responsible for any expenses (i.e. mileage) to in-service new Bargaining Unit Employees.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All official correspondence 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). A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 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.
- 9.02 The Committee shall concern itself with the following general matters:
- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
 - 2) Improving and extending service to the public.
 - 3) Promoting safety and sanitary practices.
 - 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - 5) Correcting conditions causing grievances and misunderstandings.
 - 6) Other matters of mutual concern.
- 9.03 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.
- 9.04 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.
- 9.05 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.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the union at meetings with the Employer without the

proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

- 10.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members of the Committee at least three (3) working days prior to any scheduled negotiating sessions.
- 10.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall, with permission, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Permission will not be unduly withheld.
- 10.04 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.
- 10.05 Any representative of the Bargaining Committee who is in the employ of the Employer, shall have the right to attend negotiation meetings held within their scheduled working hours. An employee shall receive the pay and benefits provided for in this agreement when participating in negotiation meetings during their scheduled working hours. However, the Union will reimburse the Employer thirty percent (30%) for all pay plus benefits for the employee. Employee will not suffer any loss of wages or benefits for negotiations with Employer.
- 10.06 The Employer shall make available to the Union, on written request, with reasonable notice, employee related information required by the Union for collective bargaining purposes.
- 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 - GRIEVANCE PROCEDURE

- 11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure. Only one Steward shall act on behalf of one employee at one time at the initial complaint stage and Step 1 of the grievance procedure.

- 11.02 The Union shall notify the Employer in writing of the name of each Steward and the Chief Shop Steward before the Employer shall be required to recognize him/her.
- 11.03 The Stewards selected shall constitute the Grievance Committee along with the Officers of the Union and the representatives of the Canadian Union of Public Employees.
- 11.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that no Steward shall leave his/her work to perform Union duties without obtaining permission of his/her supervisor. Such permission shall not be unreasonably withheld.
- 11.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement. If any question arises as to whether a particular dispute is or is not a grievance, the question shall be taken up through the grievance procedure and determined if necessary by arbitration.
- 11.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint/Informal Stage - An employee having a question or complaint shall refer it to his/her immediate supervisor within five (5) working days of becoming aware of the occurrence leading to the question or complaint. The Supervisor and the Employee shall endeavor to resolve the matter. The supervisor shall reply to the employee within five (5) office days from the date of submission. A shop steward may be present during any discussion, if the employee so wishes. If the dispute cannot be settled informally, it shall be deemed a "grievance", and the Supervisor so notified.

Step 1 The employee having a grievance shall, with the steward, submit the grievance in writing, including the detailed nature of the grievance to the Agency Director within four (4) working days. The Agency Director shall reply to the grievance in writing within ten (10) working days. At each step of the grievance procedure, the griever shall have the right to be present.

Step 2 Failing settlement being reached in Step 1, within five (5) working days, the Grievance Committee will resubmit the written grievance to the Agency Director. At this stage, the Agency Director will be required to submit the grievance to the Society President. The Society President and/or his/her designate shall review the grievance. After these deliberations a decision shall be rendered, and signed by the Society President, within eight (8) working days after receipt of such notice.

Step 3 Failing satisfactory settlement at Step 2, if both parties mutually agree, the grievance shall be submitted to the Department of Labour, Conciliation Section for Grievance Mediation. Time limits shall be suspended during this process.

Any discussions by the parties, or recommendations of the Mediator, shall be made without the prejudice of any further proceedings. Any recommendations made by the Mediator shall not be binding on either party. Either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance Mediation.

Step 4 It is understood that the parties may submit the dispute to arbitration within ten (10) working days after completion of Step 3 if a satisfactory solution has not been attained.

- 11.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Employer has a grievance, the Complaint Stage of this Article may be by-passed provided such grievance is filed within ten (10) office business days of the occurrence of the event giving rise to the dispute.
- 11.08 The Union and its representatives shall have 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.
- 11.09 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 11.10 Replies to all grievances, stating reasons, shall be in writing at all stages, except at the complaint stage.
- 11.11 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 11.12 If either of the parties fails 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.
- 11.13 An arbitrator shall give the parties an opportunity to properly present their case in order to determine the real matter in dispute. No grievance shall be defeated or denied by any formal or technical objection.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement,

indicating the name and address of its nominee on an arbitration board. Within ten (10) office business days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two nominees shall then select an impartial chairperson. A single Arbitrator may be used if both parties mutually agree.

- 12.02 If the party receiving the notice fails to appoint a nominee, or if the two appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 12.03 The Board 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 Chairperson is appointed.
- 12.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. 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.
- 12.05 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. Such clarification will be rendered as soon as reasonably possible.
- 12.06 Each party shall pay:
- 1) The fees and expenses of the nominee it appoints.
 - 2) One-half of the fees and expenses of the Chairperson.
- 12.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.
- 12.08 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employees concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. If any arbitrator wishes to have access to a client's home, permission must be obtained, in advance and in writing, from that client.
- 12.09 The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour.

Any discussions by the parties or recommendations of the Mediator shall be made without the prejudice to any further proceedings. Any recommendation made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through Mediation.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 In the event the Employer initiates a disciplinary action against an employee who has completed his probationary period, and which may result in the suspension or discharge of the employee, the employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union. In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.
- 13.02 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.
- 13.03 Whenever the Employer or his authorized agent deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, give written particulars of such discipline to the Secretary of the Union, with a copy to the employee involved.
- 13.04 The record of an employee shall not be used against her/him at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. In the case of any employee disciplined, including letters of reprimand, for client abuse, this record will remain in the employee file indefinitely.
- 13.05 Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her/his Steward to be present at the interview. (A Steward or local union officer shall have the right to have a CUPE staff representative present during discussions which are of a disciplinary nature). 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 to attend such a meeting.
- 13.06 An employee shall have the right to have access to and review her/his 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, The employee shall have the right to copy any documents out of their personnel file. However, any documents to be copied must first be reviewed by the Employer to ensure confidentiality is respected.

13.07 When the Employee is requested by the Employer for a meeting, the Employer will make an Employer designate available within 14 calendar days.

ARTICLE 14 - SENIORITY

14.01 Bargaining unit seniority is defined as the length of service in the bargaining unit, and includes service with the Employer prior to the certification of the Union. Such seniority shall be used in determining preference in layoffs and recalls, and transfers to another location.

14.02 The Employer shall maintain two (2) seniority lists, one (1) for Full-time Employees and one (1) for Part-time Employees, showing their seniority date. The seniority list for full-time employees shall specify, full-time employees on the list before November 1, 2001, and after November 1, 2001. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

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

14.03 A new member of the bargaining unit shall be on probation for an additional one hundred twenty (120) working hours (total 420). During this probationary period, except where noted in this agreement, the employee shall be entitled to all rights and benefits of this Agreement.

14.04 An employee shall not lose seniority rights if she/he is absent from work because of sickness or accident (covered by the provisions of this agreement, Employment Insurance or Workers' Compensation), lay-off, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- 1) She/he is discharged for just cause and is not reinstated.
- 2) She/he resigns in writing and does not withdraw such resignation within five (5) working days.
- 3) She/he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) She/he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her/his current address.
- 5) She/he is laid off for a period longer than twenty-four (24) months.

- 6) She/he retires by reason of age or physical disability.
- 7) She/he has refused work when asked, on three or more occasions within a six-month period, without just cause.

14.05 No employee shall be transferred to a position outside the bargaining unit without her/his consent. If an employee is transferred to a position outside of the bargaining unit, she/he shall retain her/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 her/his trial period, which shall be a maximum of three (3) months (450) hours. If an employee returns to the bargaining unit, she/he shall be placed in a job consistent with her/his seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

- 15.01 a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of two (2) weeks, so that all members will know about the vacancy or new position. The position shall be posted and filled within three (3) weeks. A copy of the posting shall be sent to the Secretary of the Union.
 - b) When a vacancy occurs or a new position is created outside of the bargaining unit, the Employer will notify the union and post a notice of such position on the bulletin boards, however, no other provisions of this agreement applies to such a non-bargaining unit position or vacancy.
- 15.02 Such notice shall contain the following information: nature of position, qualifications, hours of work will be variable, and wage or salary rate. Such qualifications shall not be established in an arbitrary or discriminatory manner. The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.
- 15.03 No outside advertisement for any vacancy outside the bargaining unit shall be placed until the applications of present employees have been fully processed. The Employer may fill the position on a temporary basis for a period of up to two (2) months.
- 15.04 Both parties recognize:
- 1) The principle of promotion within the service of the Employer.
 - 2) That job opportunity should increase in proportion to length of service and/or qualifications and experience as set out in the job description.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

- 15.05 a) The successful applicant and the Secretary of the Union shall be notify when the appointment is made. She/he shall be placed on a trial for a period of three (3) months (450 hours). Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months (450 hours). 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 job classification, she/he shall be returned to her/his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.
- b) The successful employee shall be declared permanent after successfully completing the probation period.
- 15.06 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. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.
- 15.07 Within fourteen (14) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified in writing of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment.
- 15.08 a) An employee unable, through injury or illness, to perform his/her normal duties shall be provided with alternate suitable employment, provided such employment is available, in the opinion of the Employer.
- b) An employee, who through advancing years, is unable to perform her/his normal duties, shall be provided with alternate suitable employment, provided such employment is available, in the opinion of the Employer.
- 15.09 The Employer shall notify the Union and all employees of any training courses and experimental programs for which employees may be interested. The notice shall contain as much information as possible such as: type of course (subjects and material covered), time, duration, and location of the course - minimum qualifications required for applicants.

This notice shall be posted for a period of two weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. For purposes of wages and benefits, time spent in attendance at such training course shall be considered to be time worked. Applicants shall be selected on a rotational basis based on initial seniority. Selections for training will be made equally between the two seniority lists.

- 15.10 1) Each employee shall participate in available in-service training as required by the Employer or the Department of Health.
- 2) Educational requirements shall be developed at the time of and in concert with the annual performance appraisal.

ARTICLE 16 - LAY-OFFS AND RECALLS

- 16.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.
- 16.02 Employees shall be recalled in the order of their seniority.
- 16.03 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 16.04 Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, she/he shall be paid for the days for which work was not made available to a maximum of their regular average hours worked over the two pay prior to their notice.
- 16.05 If an employee is a member of an Employer/Employee Group Medical Plan, the Employer agrees to pay the full premiums of this plan for the first month after layoff. The Employer will deduct the Employee's portion of the premiums from any amounts due to the Employee after layoff, or upon subsequent reemployment.

ARTICLE 17 - HOURS OF WORK

- 17.01 a) The normal hours of work for regular full-time employees shall be seven (7) consecutive hours per day between 8:00 a.m. and 7:00 p.m., excluding a maximum one (1) hour meal period each day. Pre November 1, 2001, full-time employees will be scheduled in a rotation to work Saturday and Sunday every fourth (4th) week. Post November 1, 2001, full-time employees will be scheduled in a rotation to have Saturday and Sunday off every second (2nd) week. Article 17.03 shall apply to all full-time employees.

- b) Any full-time employee covered by the provisions of 17.01(a), may request of the Employer not to have the scheduling provisions of 17.01(a) apply to them. Such a request will be in writing and will remain in effect, if approved, for at least three (3) months. The Employer will only approve a requested change if it relates to hours worked and can be reasonably accommodated within operational and scheduling constraints. Normal hours of work for any employee not covered by 17.01(a) will be as-required, seven days a week twenty-four hours per day.
- c) Normal hours of work for CCA Schedulers shall be seven (7) consecutive hours between 7 a.m. and 7 p.m. CCA Schedulers shall be required to work weekends as per operational requirements.

17.02 Employees shall receive at least two (2) consecutive days off each pay period, unless mutually agreed otherwise. This does not apply to those part-time employees who would not have two (2) consecutive days off in order to obtain seventy (70) hours bi-weekly.

The Employer will also endeavor to schedule staff with consideration for weekend rotation. Every April the Employer and Union representatives will meet to review rotation schedules.

17.03 Employees will be assigned work on the basis of the following policy:

Assignment of Work

The Union acknowledges that the assignment of work is a management right. The Employer acknowledges that this article deals with assignment of work only, and does not deal with the issue of staff hours which is dealt with on the basis of seniority only.

- 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 client's Home Support Worker are also factors to be considered in the assignment of employees.
- c) Consistency of staffing and 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) A junior employee may temporarily have more scheduled hours than a senior employee where there is an authorized temporary increase in service of a junior employee's client due to; waiting placement, adult protection, end stage palliative, post-surgery, family care-giver illness or where a client requires specific procedures of which the senior employee is not current. With the exception of end stage palliative care which may be longer, the discrepancy shall not exceed two consecutive schedules unless mutually agreed with the Union.
- 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.

- 17.04 An employee shall be permitted a rest period of fifteen (15) minutes in the first half and in the second half of a seven (7) hour shift. These breaks shall not be taken consecutively.
- 17.05 The Employer shall provide at least twelve (12) hours rest between shifts unless otherwise mutually agreed except for Employees working split shifts.
- 17.06 Employee may request from the Employer a change in shifts or a revision of shift schedules. Any changes granted shall not result in overtime payments. Requests for such arrangements must be submitted in writing to the appropriate supervisor for approval. Factors in 17.03 will be considered before granting approval. The employer will not be responsible for additional expenses incurred as a result of these changes.
- 17.07 Where an employee finds himself/herself scheduled to work in the home of a physically demanding or mentally demanding client on a three (3) day per week basis or more, and feels a strong need to be cut back or removed from this client, if no resolution has been forthcoming after discussions with their Supervisor, she may file a written request for review and consideration by the Executive Director.
- 17.08 The permanent part-time employee is one who falls under Article 3:03 Definitions, Item 4. Permanent part-time employees are entitled to all benefits of this agreement on a pro rata basis.
- 1) A permanent part-time employee shall be covered by the scheduling provisions in Clause 17.01 and 17.02.
 - 2) Overtime shall apply in accordance with Article 18 after the normal workday and after 70 hours bi-weekly.

- 3) Holidays — Permanent part-time employees shall be paid time and one-half for all hours worked on a holiday. This is in addition to his/her regular days pay or time off in lieu, if mutually agreed.
- 4) In the event a permanent part-time employee applies for a full time position, he/she shall revert to their previous schedule.

ARTICLE 18 - OVERTIME

- 18.01 All time worked beyond the normal work week of thirty-five (35) hours in the first calendar week or seventy (70) hours bi-weekly, shall be paid for at the rate of time and one-half or time in lieu of.
- 18.02 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 18.03 There shall not normally be overtime worked in any operation while there are available employees on layoff available to perform the work. This shall not apply in emergency situations.
- 18.04 A full-time employee who is called back to work outside her/his regular working hours shall be paid for a minimum of four (4) hours at regular rates or time and one-half (1/2) for actual hours worked, whichever is greater. This does not pertain to Part-time Employees who agree to work additional hours.
- 18.05 Instead of cash payments for overtime, an employee who earns three or more overtime hours per pay period may choose to receive time off at the appropriate overtime rate within sixty (60) days of the overtime accruing. A request for time-off would be subject to operational considerations and should be submitted two weeks in advance.
- 18.06. Overtime work shall be on a voluntary basis, except in emergencies, and overtime shall be kept to a minimum.
- 18.07 Overtime shall include, in addition to regular work duties, attendance at meetings and/or workshops required by the Employer.
- 18.08 Part-time staff working in a rotation schedule called out on their scheduled days off shall be paid overtime at time and one-half (1.5x) for hours worked.

ARTICLE 19 - HOLIDAYS

19.01 (a) The Employer recognize the following as holidays for employees:

New Year's Day	Civic Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Day	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

In addition to the days noted above, full-time employees will be entitled to one floating holiday mutually agreed upon with the Employer.

- (b) Holiday pay for full-time employees shall be calculated at their regular rate of pay. Holiday pay for part-time employees shall be based on their regular pay rate and calculated on a pro-rata percentage of their total hours worked in the two bi-weekly pay periods preceding the holiday, as a percentage of one hundred forty (140) hours.
- (c) To be entitled to holiday pay, any employee must have worked on their scheduled working day immediately preceding and immediately following the holiday.
- (d) Employees shall be entitled to Davis Day or the First Monday of August each year as their Civic Holiday. Employees shall advise Employer by May 1st of each year if they wish to take the August Holiday or Davis Day.

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

19.03 If a holiday falls on a Saturday or Sunday, the day proclaimed by the government shall be the day observed.

19.04 If a full-time employee's normal work day is on a holiday, she/he will be compensated by being paid double time (2x) for all hours worked on Christmas Day, New Year's Day, Good Friday, Labour Day and Canada Day, and time and one-half (1.5x) for all other holidays. This pay will be in addition to her/his regular day's pay or another day added to her/his annual vacation or at her/his option, another day off as mutually agreed. If a part-time employee works on a holiday, they will be paid time and one-half (1.5x) for all hours worked in addition to their holiday pay entitlement or time off in lieu, if mutually agreed.

19.05 Employees shall be granted either Christmas Eve and Christmas or New Year's Eve and New Year's Day off in rotation where reasonably possible, if requested.

ARTICLE 20 - VACATIONS

20.01 A full-time employee shall receive an annual vacation with pay based on two percent (2%) of gross earnings for each week of entitlement in accordance with her/his years of employment as follows:

Less than one year	2 weeks
One year or more	3 weeks
Eight years or more	4 weeks
Fifteen years or more	5 weeks
Twenty-five years or more	6 weeks

20.02 Part-time employees will receive vacation pay based on their total hours/years worked with the Employer at the following rate:

Less than 1820 hours worked	- Four percent (4%)
More than 1820 hours worked	- Six percent (6%)
Eight years or more employment	- Eight percent (8%)

Part-time Employees shall have the option of receiving vacation pay on a biweekly basis, in addition to their regular pay, in lieu of vacation time off. If they choose to receive their vacation pay on a bi-weekly basis, they will be entitled to a maximum of ten (10) days unpaid if less than 1820 hours worked and fifteen (15) days if more than 1820 hours worked. The timing of these unpaid vacation days must also be co-ordinated with the Employer.

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

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

20.05 Choice of vacation time will be determined on the basis of seniority, subject to operational requirements. Subject to seniority, any request for full or consecutive weeks by a full-time employee will be granted first. A maximum of three (3) consecutive weeks may be taken at one time, if an employee is so entitled. Vacation schedules for full-time employees shall be requested by April 1, and shall be posted by May 1. Vacation schedules for all other employees shall be requested by May 15 and will be posted by May 30 of each year. Posted vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regular scheduled day off where possible.

- 20.06 An employee shall be entitled to receive his/her vacation in an unbroken period (to a maximum of three (3) weeks), unless otherwise mutually agreed upon between the employee and the employer.
- 20.07 The vacation year shall be April 1 to March 31. An employee, in order to move to the higher rate of accumulation as outlined in 20.01, must have the requisite years of paid service completed prior to the earlier of April 1 or October 1. The new accumulation rate will commence on April 1 or October 1, as applicable.
- 20.08 Where an employee becomes hospitalized during his/her period of vacation, there shall be no deduction from vacation credits for such absence. Time spent in hospital shall be deducted from the Employee's sick time, or taken as unpaid leave of absence if the Employee has no sick leave accumulated. The period of vacation so displaced shall be reinstated for later use at a mutually agreed time. This does not include elective surgery.

ARTICLE 21- SICK LEAVE

- 21.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident.
- Both parties agree that 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.
- 21.02 All employees who have completed the probationary period as outlined herein will accumulate sick leave at a rate of four and three-quarter (4.75) hours for each seventy (70) hours worked, until a maximum of nine hundred ten (910) hours has been reached. When an employee is placed on the seniority list as a result of having completed the probationary period, the employee will start earning sick leave credits. For the purposes of this Article, all employee paid hours at regular rates are considered time worked. It is agreed that payments to an employee for sick leave will not earn sick leave credits.
- 21.03 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) days at one time or more than nine (9) days total in any one fiscal year certifying that such employee is unable to carry out her/his duties due to illness.
- 21.04 An employee who is unable to report to work due to illness or injury, shall inform the employer as early as possible.

- 21.05 Within a reasonable time period after the close of each fiscal year, the Employer shall when requested by the employee, advise the employee in writing of the amount of sick leave accrued to her/his credit.
- 21.06 When an employee is given a leave of absence for any reason, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit.
- 21.07 An employee absent from work on approved sick leave who has exhausted his/her sick leave credits, may request unpaid leave for a period not to exceed one (1) year according to Article 22.
- 21.08 a) Employees shall arrange medical and dental appointments outside normal working hours, if possible. Employees shall request approval for the time off at least two working days in advance, except in the event of an emergency, so that staff adjustments can be made.
- b) Time off for such appointments shall be deducted from the accumulated sick leave.
- 21.09 Where no other person than the employee can provide for the needs of a family member living in the same household, an employee shall be entitled, after notifying his supervisor, to use a maximum of five (5) days (35 hours) accumulated sick leave per annum for this purpose. A medical certificate may be required if the absence exceeds three (3) days.

21.10 Preventative Leave

Subject to the following, employees shall be entitled to leaves of absences in order to engage in and facilitate the employee's personal preventative medical or dental care:

- (i) The employee shall advise their immediate supervisor when they become aware of a personal medical and/or dental appointment which may conflict with the employee's schedule to work.
- (ii) The employee shall be allowed the use of up to 10 hours from available sick leave credits and debited against sick leave credits per annum to the extent that the employee has the sick leave credits available.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 a) Upon request to the Employer, employees elected or appointed to represent the union at conventions or recognized labour educational courses, shall be allowed a leave of absence if proper notice is given and it can be accommodated within the schedule.

- b) An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union work or conventions. However, the Union will reimburse the Employer for all pay plus benefits during the period of absence.
- 22.02 1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence 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 allowed leave of absence without loss of seniority during his/her term of office.
- 3) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a one-year period. Such leave may be renewed each year, on request, during his/her term of office.

BEREAVEMENT

- 22.03 1) Each full-time employee shall be entitled to up to five (5) consecutive days compassionate leave in case of death of her/his spouse/partner, son, daughter, father, mother, sister, brother, grandchild, stepchild, grandparent, foster child or any other person who permanently resides with the employee. Each full-time employee shall be granted up to four (4) consecutive calendar days compassionate leave for father-in-law, mother-in-law and step-parents. For any other immediate family members, each full-time employee will be granted up to three (3) consecutive calendar days for compassionate leave. The compassionate leave will commence on the day of death (after any time worked on that day) and the employee will be paid for any scheduled work days during the compassionate leave period. For the purpose of this clause, other immediate family includes: former guardian, sister-in-law, brother-in-law, step-brother, step-sister, son-in-law, daughter-in-law, and any other person who has been permanently residing in the employee's household or any person with whom the employee permanently resides.
- 2) One (1) day bereavement leave without loss of pay and benefits shall be granted to any full-time employee for the purpose of attending the funeral of a niece, nephew, aunt or uncle if they were scheduled to work on the day of the funeral.
- 3) In cases of out-of-province bereavement for a family member, two (2) additional days of compassionate leave with pay will be granted to attend the funeral to the extent that these days are normal working days.

- 4) Employees shall be granted one (1) day unpaid leave of absence to attend a funeral as a pall bearer. Leave shall be limited to two (2) employees on any one shift.
- 5) All part-time employees who have completed their probationary period shall be entitled to bereavement leave noted in this clause (22.03) based on their scheduled work hours during the bereavement period.
- 6) In the event that the funeral, memorial, or internment service is set for a later date, the employee may defer one compassionate leave day to attend the funeral, memorial, or internment service, if scheduled to work, provided the Employee gives the Employer written notice of his/her intention to do so at the time of the death.
- 7) Employees shall be entitled two (2) hours to attend the funeral of first cousin of the Employee.
- 8) If a death occurs for which bereavement leave is provided under this article, and the Employee has scheduled holiday, vacation days or time in lieu during the bereavement period, bereavement leave shall be substituted for the scheduled holiday, vacation days or time in lieu.

- 22.04 (a) In the event of a death of a fellow worker, the Union may have one person attend the funeral in town and surrounding areas up to 100 km radius, with pay, provided adequate staffing is maintained.
- (b) In the event of the death of a client, a maximum of two (2) employees who have been regularly assigned to that client will be given one and one-half (1.5) hours of paid leave to attend the funeral. The employee must have been scheduled to work at the time of the funeral. The Executive Director will have the final determination in choosing employees who may attend.

22.05 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

22.06 An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Leave of absence shall not exceed twelve (12) months in total.

22.07 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.
- (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, pension and any other employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (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 at pregnancy leave granted in accordance with Article 22.07, may be granted sick leave in accordance with the provisions of Articles 21.
- (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 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 fifteen hundred (1500) hours in the previous eighteen (18) months.

k) **Parental and Adoption Leave**

- (i) **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.
- (ii) **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.
- (iii) The leave referred to in Articles 22:07 k)(i) and 22.07 k)(ii) 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.

22.08 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.

22.09 An employee will be entitled to leave with pay of up to four (4) hours to write an examination that has been scheduled during their normal work hours. The examination must be for a course approved by the Employer, and for the upgrading of the employee's employment qualifications.

22.10 a) Employees shall be granted leave, without pay, up to a maximum of eight (8) months to fulfill obligations in his/her professional association.

b) Such leave shall be discussed with and approved by the Executive Director.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 The Employer shall pay salaries and 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 her/his wages, overtime,

and other supplementary pay and deductions. Pay days will be every second Thursday covering the work period ended on the previous Saturday. The Employer reserves the right to implement a direct deposit system for regular payments to an employee.

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

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

b) Effective April 1, 2007, when an employee has been assigned to provide supervision and mentoring to a new employee or student on field placement, they will be paid an additional one dollar (\$1.00) per hour.

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

23.05 If an employee covered by this agreement has not received wages earned in any one (1) pay period because of shortage, an advance shall be provided within three (3) working days with adjustment to be made on the next pay.

23.06 Scheduled hours that are cancelled are to be rescheduled if possible. In the event of a cancellation, the employer shall provide the full-time employee with a replacement on the day of the cancellation. In the event that an arrangement cannot be made to rescheduled hours, the full-time employee will be paid for all non-rescheduled hours. If an employee does not accept the alternative arrangement given by the employer, the hours will not be rescheduled. For the purpose of this Article, the daily hours of work for regular full-time employees pursuant to Article 17.01 do not have to be consecutive. However, a full-time employee's day will not exceed nine and one half hours (9.5) including the one hour lunch period.

If the Employer double books one or more employees for the same call, the Junior Employee will normally be compensated for half (1/2) the total number of hours the employee was scheduled for. However, Employer Administration will have the final determination on who will remain on the call.

23.07 Regular part-time employees on a scheduled rotation with twelve (12) or more years of service will be paid for cancelled hours at the end of the day if they cannot be rescheduled. If an employee does not accept the alternative arrangement given by the employer, the hours will not be rescheduled or paid. For purposes of this Article for regular part-time employees, hours can be rescheduled anytime up to 11:00 p.m. on the day of cancellation.

Part-time employees who are in a scheduled rotation will receive a work schedule weekly. Cancellation of hours for part-time employees in a schedule rotation shall be made up or paid out by the end of the pay period. The employees must accept alternate assignments when offered or hours will not be rescheduled or paid. This could include any hours or location that the employee has stated that they will not be available for work. If the employer cannot provide the part-time employee with an alternative assignment, the part-time employee will be paid for all non-rescheduled hours. If the employee does not accept the alternative assignment the hours will not be rescheduled.

All employees not in a scheduled rotation who have not been given any notice of a cancelled Client's visit (cancelled at the Client's door) will be paid 1/2 hour to compensate for employees' lost time.

For the purpose of this Article, rescheduling of client assignments for consistency of care and client specific tasks would not be considered cancelled hours.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

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

24.02 When a new classification is created in the bargaining unit, or the duties of a present classification are substantially changed and the Union does not agree with the rate of pay established, such disagreement shall be submitted to the grievance procedure at Step 2. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 - EMPLOYEE'S BENEFITS

25.01 PENSION AND GROUP MEDICAL PLAN

The Employer will continue to participate with Employees in the Nova Scotia Health Employees' Pension Plan (NSHEPP). The terms of eligibility and the levels of contribution are as determined by the plan.

A group medical plan has also been established for the Employees with the premium cost to be paid sixty five percent by the Employer and thirty five percent by the Employee (65/35).

25.02 WORKERS' COMPENSATION

- (a) All employees shall be covered by the Workers' Compensation Act. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident/injury.
- (b) Effective October 1, 2005, when an employee is being compensated under the Workers' Compensation Act, the employer shall pay a supplement to the employee. The supplement will commence immediately after the injury or accident and will be calculated based on the gross income used by Workers' Compensation in determining the benefit. The amount of the benefit will equal one hundred percent (100%) less the benefit rate paid by Workers' Compensation. 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. The employer supplement will be subject to normal employment deductions and applicable benefit plan premiums. The employer will only pay and account for the supplement for the employee. The employee will receive directly any benefits from Workers' Compensation. 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.

If an employee receives a payment from Workers' Compensation related to time previously paid by the employer under the supplemental plan, the employee must reimburse the employer for the amount received. The employer will credit the employee's sick leave accumulation for the funds repaid based on the hourly rate of the employee.

- (c) The Employer and the employee shall continue to cost share the premiums of the group health benefit plan, pension, and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months
- (d) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (e) 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.
- (f) An employee shall not accrue any other benefits while on Workers' Compensation.

- (g) The provisions of this Article do not apply to casual employees.
- (h) 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 workplace unless the employee continues to receive WCB benefits for the time worked.
- (i) 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.

25.03 The parties agree that during a leave of absence for illness, the Employer shall pay 100% cost of the group medical plan on behalf of the employee for 90 days. Upon the employee's return from her/his leave of absence, or upon termination, if unable to return to work, he/she shall reimburse **35% (prorated)** to the Employer.

25.04 Sick Leave Incentive

On December 15 of each year, employees shall receive a sick leave bonus as follows:

0-4 days lost time due to illness -	6% of total accumulation
5-7 days lost time due to illness -	5% of total accumulation

Any employee using more than seven (7) sick days per year shall not receive any bonus payment. For purposes of this Article, the bonus payment will be calculated on the fiscal period ended October 31 of each year. The effective start date will be the fiscal period beginning November 1, 1998. The employer will recognize full time sick credit, already accrued, for the purpose of this article.

25.05 Paperwork Allowance

The Employer will pay a paper work allowance as an equivalent to one hour per week for any Employee that works more than ten (10) hours in a pay week, and 1.5 hours per week for any employee that works more than twenty five (25) hours. For purposes of this agreement, including Articles 21 and 25.06, the paperwork allowance would not be considered to be an hour worked.

25.06 Availability Allowance

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 which may result in split shifts. In recognition of such requirements, each employee shall receive an availability pay of twenty-seven cents (\$0.27) per hour for all scheduled

hours worked. The availability allowance will be added to the hourly rate as indicated in Schedule "A".

25.07 Shift & Weekend Premiums

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.

Shift and weekend premiums would be subject to statutory deductions but would not be considered hours worked for overtime or any other benefits that may accrue in the contract.

ARTICLE 26 - HEALTH AND SAFETY

26.01 The Union and the Employer shall co-operate through the Joint Health and Safety Committee in improving rules and practices which will provide adequate protection to employees engaged in hazardous work. This committee will be comprised of two representatives of the Union and two representatives of the Employer.

26.02 Employees working in unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing including first aid supplies, masks, gloves, aprons and mouthpieces for CPR.

- 26.03 No employees shall be disciplined for refusal to work on a job or to operate any equipment which in the opinion of the majority of the Safety Committee is unsafe until such time as a qualified licensed repairman or an independent inspector from the Workers' Compensation Board inspects the job or equipment and approves the operation.
- 26.04 The Joint Health and Safety Committee shall be notified of each accident or injury and one representative of Labour and one representative of Management will investigate and report to the Union and the Employer as soon as possible of the nature and cause of the accident or injury.
- 26.05 An employee who is injured or who comes down with an unusual contagious illness contracted from a client during working hours and is required to leave for treatment or is sent home as a result of such injury or illness shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.
- 26.06 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.
- 26.07 An employee shall not be disciplined for absence from work due to inclement weather severe enough to make travelling dangerous.
- 26.08 The employer will arrange for all employees to attend a recognized First Aid course. Time spent in attendance will be considered as straight time worked and the employer will pay all costs, if any, of this course.

ARTICLE 27 - TECHNOLOGICAL AND EDUCATION

- 27.01 a) Before the introduction of any technological or other changes, or new methods of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.
- b) Should the Department of Health establish minimum qualifications for Home Support Workers in Nova Scotia during the term of this agreement, any home support worker who does not meet the qualifications shall be grandparented, (i.e., retain employment at equivalent salary), provided they have been employed at least half-time for a minimum of one year.
- 27.02 a) The Employer shall provide and fund any Employer required training/education for a CCA 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. Employees are expected to carpool where possible. The Employer shall only reimburse kilometers to the minimum number of cars necessary to transport the Employees.

ARTICLE 28 - CONTRACTING OUT

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

ARTICLE 29 - GENERAL CONDITIONS

29.01 Any employee who wishes to resign must provide written notice to the Agency Director, in accordance with the following:

- i) two (2) weeks prior to the date of resignation, if the period of employment is two (2) years or more, and
- ii) one (1) week prior to the date of resignation if the period of employment is less than two (2) years.

29.02 Work Related Travel

- i) The employee shall be reimbursed for the costs associated with work related travel (not including travel covered by 29.02(ii)), lodging and meals as approved by the Director. Reimbursement will be at the approved Provincial Government rate.
- ii) 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. However, most employees will be required to travel between clients during their shift and will be expected to cover any costs personally. An employee will also be expected to ensure that any vehicle they use in the performance of their duties will be adequately insured and carry a valid motor vehicle inspection permit. In recognition of these average costs, the Employer will provide each employee who has visited, when required, more than one client per day, with a daily travel allowance. This allowance shall be \$15.24 per day effective July 1, 2020.

- iii) Full time, regular part time and permanent part-time employees shall receive the same minutes of travel, provided the travel attendance type does not entitle the employee to overtime.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire agreement shall not be invalidated and the existing rights, privileges, and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the agreement for negotiation.

30.02 In the event the Employer merges or amalgamates with any other body, the successor Employer undertakes to ensure that:

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

ARTICLE 31 - GENERAL

31.01 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.

31.02 Whenever possible, employees shall have the preference to work in the community they reside. This will not apply in the event of a layoff which will be subject to Article 16.

31.03 Both parties agree that employees will be required to meet an approved/regulation dress code. The Employer shall reimburse each employee, who has completed their probationary period, the cost of uniform related apparel to a maximum of \$160 per

fiscal period. Any Employee who has worked less than nine hundred ten (910) hours in the previous fiscal year will be reimbursed up to a maximum of \$80. The Employer shall also provide disposable rubber gloves, gowns and aprons for use in clients' homes.

- 31.04 In the event of a holiday falling on pay day, pays shall be made available the day before pay day.
- 31.05 Detailed care plans are to be provided to all homemakers, i.e., client's medical history (allergies, diabetic, etc.)
- 31.06 The Employer may cancel work hours in the morning because of inclement weather. A decision shall be made by 6:30 a.m. to cancel either all hours before 9:00 a.m. or before 11:00 a.m. A separate decision would be made before 11:00 a.m. for afternoon hours, before 4:00 p.m. for evening hours, and before 9:00 pm for overnight respite.

ARTICLE 32 - TERM OF AGREEMENT

- 32.01 This Agreement shall be binding and remain in effect from April 1, 2015 to March 31, 2021 and shall continue from year to year thereafter, unless either party gives notice to the other party (notice in writing), at least ninety (90) days prior to its expiry that it desires its termination or amendment.
- 32.02 Either or both parties will have sixty (60) days from the notice of termination to propose changes to this agreement. If changes are not proposed within the time limit by either party or if notice of termination as specified in 32.01 is not met, then wages will be the only item for negotiation.
- 32.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.
- 32.04 An employee who has severed his/her employment between the termination date of this Agreement and the effective date of the new agreement shall receive, upon applying in writing within thirty (30) days, the full retroactivity of any increase in wages, salaries or other perquisites.
- 32.05 The effective starting date of this new agreement is April 1, 2015. However except as otherwise noted in the agreement, any changes to the current agreement will take effect on the date of ratification.

ARTICLE 33 - BENEFIT AND BINDING

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the day and year first above written.

Dated at New Waterford this 30 day of October, 2020 .

**NEW WATERFORD HOMECARE
SERVICE SOCIETY**

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3986**

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NEW WATERFORD HOMECARE SERVICE SOCIETY - CUPE LOCAL 3986

SCHEDULE "A"

HOURLY WAGE SCALE (APRIL 1, 2015 TO MARCH 31, 2021)

			% 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
CCA SCHEDULER**	Regular Rate	18.5800	18.5800	18.5800	\$18.7658	\$19.0473
CCA / HS *	Regular Rate	17.9300	17.9300	17.9300	\$18.1093	\$18.3809
NEW EMPLOYEES ***	Starting	16.8500	16.8500	16.8500	\$17.0185	\$17.2738
	After 420 Hours	17.9300	17.9300	17.9300	\$18.1093	\$18.3809

		% Increase: 0.50%	% Increase: 0.50%	% Increase: 0.50%	% Increase: 0.50%	% 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
CCA SCHEDULER**	Regular Rate	\$19.1425	\$19.4296	\$19.5267	\$19.8196	\$19.9187
CCA / HS *	Regular Rate	\$18.4728	\$18.7499	\$18.8436	\$19.1263	\$19.2219
NEW EMPLOYEES ***	Starting	\$17.3602	\$17.6206	\$17.7087	\$17.9743	\$18.0642
	After 420 Hours	\$18.4728	\$18.7499	\$18.8436	\$19.1263	\$19.2219

* Wage scale rates include the \$.27 per hour availability allowance for hours worked as outlined in Clause 25.06.

** Effective on the date of contract ratification, CCA Schedulers will be paid an additional \$2.18 per hour in lieu of travel under Clause 29.02(ii)

** Any new employee hired will be paid at the new hire rate. The Employer will have the right to place newly hired employees on the wage scale in accordance with their relevant experience.

MEMORANDUM OF AGREEMENT

Between

NEW WATERFORD HOMECARE SERVICE SOCIETY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3986**

In order to ease the transition to the application of the language, the Employer proposes the following MOA:

The parties agree that all full time staff will get the five (5) statutory holidays off. Any other holidays they have off will be determined strictly on their rotation and where the holidays fall. For clarity, statutory holiday are Xmas day, New Year's, Good Friday, July 1, & Labor Day.

If a full time employee volunteers to work on a statutory holiday as described above, Article 19.04 applies and the employee will receive double time for hours worked. As per Article 23.06, cancelled hours that cannot be rescheduled will be paid at straight time.

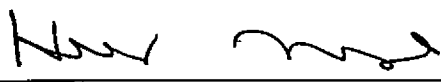
For greater clarity, for holidays other than those described above that are a normal day of work, as per Article 19.04 payment will be at time and a half, and again, cancelled hours that cannot be rescheduled will be paid at straight time as per Article 23.06.

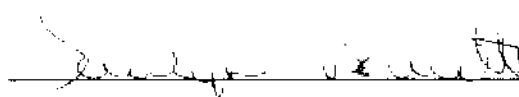
This MOA will commence upon two months notice, that is, January 2, 2021. Until that time, the current practice will remain in place.

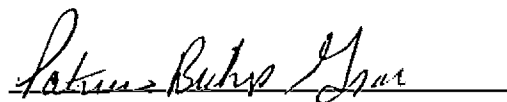
Dated at New Waterford this 30 day of October, 2020 .

**NEW WATERFORD HOMECARE
SERVICE SOCIETY**

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3986**









MEMORANDUM OF AGREEMENT

Between

NEW WATERFORD HOMECARE SERVICE SOCIETY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3986**

Re: Group Medical Plan

Within sixty (60) days of ratification the Union will advise the Employer if it wishes to change medical and dental benefits from Blue Cross to HANS Group Benefits (Medical Dental).

In the event of a change, the Employer agrees to implement and cost share the plan in accordance with the terms and conditions of the plan and Article 25.01 of the Collective Agreement.

1. Subject to the eligibility requirements of the HANS plan if selected, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided.
2. Upon commencement, premium costs for the plan will be shared on the basis of 65% Employer and 35% Employee, prorated as per Article 25.01 for employees working less than 35 hours weekly.
3. This MOA is in relation to medical and dental benefits only, and not to LTD.

Dated at New Waterford this 36 day of October, 2020 .

**NEW WATERFORD HOMECARE
SERVICE SOCIETY**

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3986**

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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 Understanding

**Canadian Union of Public Employees, Local 3986
AND
New Waterford Homecare Service Society**

Hours of Work

The parties agree that the current Article 17.01 (a) shall remain in effect in the Collective Agreement. If the employees choose to pick up additional hours over and above as per Article 17.01 (a) ,it shall be done on a seniority basis. These hours shall be offered to employees on a seniority basis who wish to increase their current hours of work from 35 (70 biweekly) up to 40 hours (80) biweekly-they shall be able to do so.

The benefits that would impact on employees working 40 hours (80 hours biweekly) are as follows:

Article 18-Overtime
Article 21 –Sick Leave

The employer agrees that those employees who work 40 hours (80 hours biweekly)shall be entitled to receive overtime as per article 18.01 of the current agreement after 40 hours weekly(80 biweekly)

The employer agrees that those employees as per Article 21.02 who wish to work 40 hours(80 hours biweekly) will receive their sick time accrued up to 910 hours maximum.

Employees who wish to continue to work the 35 hours weekly(70 hours biweekly) shall continue to have the option of continuing to do so.

This Memorandum will be reviewed in 3 months.

Dated at New Waterford this 30 day of October, 2020 .

**NEW WATERFORD HOMECARE
SERVICE SOCIETY**

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3986**

Her [Signature]

Seelye Bennett

Patricia Bishop-Grove

Patricia Bishop-Grove

