

COLLECTIVE AGREEMENT

between the

**VON Canada Nova Scotia Branch
(Hereinafter referred to as the “Employer”)**

and

**Nova Scotia Government and General Employees Union
(Hereinafter referred to as the “Union”)**

Expiry Date: March 31, 2015

(HOME SUPPORT WORKERS)



NSGEU

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PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment, to foster a harmonious relationship between the parties by providing a structured process to resolve any differences and to promote orderly and peaceful labour relations for the mutual interest of the Employer, the employees and the Union.

ARTICLE 1 – INTERPRETATIONS AND DEFINITIONS

1.01 Definitions

- 1) **“Additional Work or Additional Client Visits”** shall mean work or client visits inside of the employee’s approved block of availability for their guaranteed hours which are in addition to the employee’s guaranteed hours of work.
- 2) **“Agreement”** - means the Collective Agreement between VON Canada Nova Scotia Branch and the Nova Scotia Government and General Employees Union.
- 3) **“Availability block”** means that approved period of availability for each employee under Articles 10.02 and 10.03 within which their hours of work are scheduled.
- 4) **“Bargaining unit”** - is the unit for collective bargaining described by the Labour Relations Board in Certification Order # 4232, 4233, 4234, 4235, 4417, 4465, 4470, and 5022 covering full-time, regular part-time, **and casual** employees of VON Canada Nova Scotia Branch whom the Nova Scotia Government and General Employees Union is the bargaining agent.
- 5) **“Casual Employee”** - means a person who is assigned on an ad hoc basis as required to perform work that could not be assigned in accordance with Article 10 including unforeseen client demands and deficiencies in the schedule. A Casual employee shall qualify, subject to eligibility as noted below, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

The provisions of the Collective Agreement apply to a Casual employee, except where specifically excluded by a provision such as the following:

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

- 6) **“Employee”** - means a person who is employed within the bargaining unit.
- 7) **“Employer”** – means VON Canada Nova Scotia Branch.
- 8) **“Extra Work or Extra Client Visits”** shall mean work or client visits outside of the employee’s approved block of availability for their guaranteed hours which are in addition to the employee’s guaranteed hours of work.
- 9) **“Full-time Employee”** – is an employee who is regularly scheduled to work eighty (80) hours in each two (2) week pay period as indicated in Article 10.02. For the purposes of the VON Canada Pension Plan and Benefit Plans only, a full-time employee includes an employee who is regularly scheduled over a six-month period to work a minimum average of eighteen point seven five (18.75) hours per week.
- 10) **“Guarantee” or “guaranteed”** when used in reference to schedules and hours of work, means the minimum number of hours for which an employee is paid on a daily or biweekly basis, unless otherwise absent without pay.
- 11) **“Site Service Areas”** – means the service areas of the Employer divided into the following areas:
SSA1 – Annapolis Valley **Site** – Annapolis County
SSA 2 – Annapolis Valley **Site** – Kings County
SSA 3 – Colchester-East Hants **Site** – Colchester County
SSA 4 - Colchester-East Hants **Site** – Hants County (East Hants)
SSA 5 – Tri-County **Site** – Shelburne County
SSA 6 – Pictou **Site** – Pictou County
- 12) **“Part-Time Employee”** – is an employee who is guaranteed hours in accordance with Article 10.03 and is scheduled to work less than eighty (80) hours in each two (2) week pay period as indicated in Article 10.03. A Part-Time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.
- 13) **“Holiday”** - means 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 13.
- 14) **"Probationary period"** – means a period not to exceed six hundred and ninety (690) hours worked unless a longer period is mutually agreed upon between the Employer and the Union.

- 15) **“Regular Hours Paid”** - includes hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation credits converted to hours, paid holiday credits converted to hours and paid sick leave converted to hours, unpaid Union leave reimbursed by the Union as provided in Article 6, and any other paid leaves for which an employee is compensated by the Employer, but excludes hours paid by a third party (WCB, LTD, etc.). For purposes of benefit calculation hereunder, regular hours paid shall not exceed 2080 hours per annum.
- 16) **“Seniority”** - means the length of continuous employment dating from the most recent date of hire as an employee with the Employer. Date of hire shall include date of hire as a home support worker with a predecessor employer.
- 17) **“Spouse”** – means a legal marriage partner or a common-law spouse or a live-in partner who has been identified to the Employer in writing prior to the time the benefit is being sought or as required by third-party benefit plans. This includes a same-sex partner for purposes of Bereavement Leave, Leave for Family Illness, and benefit plans which extend coverage to same-sex partners.
- 18) **“Union”** – means the Nova Scotia Government and General Employees Union.
- 19) **"Union representative"** – means any person designated by the Union either on staff of the Nova Scotia Government and General Employees Union or a bargaining unit member.
- 20) **“Year of Service”** – means a continuous period of employment commencing from an employee’s date of hire and ending each successive year thereafter on the calendar day preceding their original calendar date of hire. Date of hire shall include date of hire as a Home Support Worker with any predecessor employer where employees were devolved to VON Home Support without a break in employment.

1.02 Where the feminine gender is used it shall be read as including the masculine gender. **In addition, unless any provision of this Agreement specifies otherwise, the singular shall include the plural and vice versa.**

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit Recognition

The Employer recognizes the Union as the bargaining agent for all full-time and regular part-time employees as described in Certification Orders L.R.B. 4232,

4233, 4234, 4235, 4417, 4465, 4470, and 5022 performing work as a home support worker.

2.02 Mutual Agreements

No employee shall be required to make any written or oral agreement with the Employer or its representatives, which is contrary to terms of this Agreement the mutual interest of the Employer, the employees and the Union.

ARTICLE 3 – UNION DUES – CHECKOFF

3.01 Deduction of Union Dues

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

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided she makes a contribution equal to said union dues and assessments to some recognized charitable cause.

3.02 Notification of Deduction

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

3.03 Remittance of Union Dues

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

3.04 Revenue Canada Tax Form

For each employee, the Employer shall indicate on the Revenue Canada Taxation Form (T-4) the amount of contributions under this Article.

ARTICLE 4 – NO DISCRIMINATION

4.01 Discrimination, Harassment and Workplace Safety

The parties are committed to a healthy, safe and supportive workplace and are committed to provide a work environment that values diversity and treats all persons with respect and dignity.

The parties are committed to a workplace free from the following:

- 1) discrimination contrary to the law or to this agreement;
- 2) harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an employee by his or her supervisor or manager.

Where, within twenty-five (25) work days of becoming aware of a workplace issue as described herein, an employee refers the matter to a process other than the grievance procedure, and if the employee subsequently chooses to initiate a grievance, the grievance shall be filed no later than twenty-five (25) work days after the date on which he/she became aware of the outcome of the process. Nothing herein is intended to alter time lines set out in any process outside of this Collective Agreement.

4.02 No Discrimination for Union Activity

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

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

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

ARTICLE 6 – UNION BUSINESS

6.01 No Interference with Union Activity

The Employer, or any of its supervisory employees, shall not, in any way, attempt to persuade any employee to refrain from becoming an officer or representative of the Union, or from exercising lawful rights as a member of the Union.

6.02 Leave without Pay for Union Business

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

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as delegates to attend conventions of the Union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (e) as full-time President of the Union;
- (f) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld.

6.03 Special Leave for Union Business

The Employer, provided not less than fourteen (14) clear calendar days notice has been given in writing, may grant to an employee who has been appointed or elected to a position in the Union, or to a central labour organization to which it is affiliated, on a full-time basis, special leave, for a period of up to twelve (12) months or the remaining duration of this agreement, whichever is greater, without pay, benefits and without loss of seniority. The granting of such leave shall not be unreasonably denied.

6.04 Continuation of Pay and Benefits

If requested in writing by the Union, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6.02 or 6.03 and shall

bill the Union, and the Union shall pay 120% of the employee's gross salary to cover the cost of benefits for the period of such leave within a reasonable period of time.

"This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)".

6.05 Recognition, Rights and Duties of Stewards

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

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

Leave for this purpose shall be without loss of regular pay and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

6.06 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 6, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business pursuant to Article 6 provided the Union reimburses the Employer for the Employer's costs of benefits for the period of such leave pursuant to Article 6.04.

6.07 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Executive Director shall grant special leave without loss of pay or benefits for four (4) representatives of the bargaining unit (one from each Site) for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

"This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)".

6.08 Employer and Union Shall Acquaint New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Article dealing with Union dues.
- (b) On commencing employment, the employee's immediate supervisor shall inform the new employee of the name and telephone number of her Union steward or representative. The Employer shall provide the new employee with either a copy of the collective agreement or inform the employee regarding electronic access to a copy of the agreement as set out in Article 9.01.

<http://www.nsgeu.ca/filemanager/collective/>

<http://www.von.ca/en/links/default.aspx#n>

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.01 Informal Dispute Resolution

Where an employee has a dispute of any nature (that is, any action or lack of action by the Employer that results in an employee feeling unjustly treated or otherwise aggrieved) that dispute shall be declared as such to the immediate manager and discussed between the manager and the employee(s). The manager shall respond within 5 days (excluding Saturday, Sunday and recognized Holidays) of the discussions.

7.02 Grievance Procedure

When the dispute cannot be settled by the informal dispute resolution procedure it shall be deemed to be a grievance. A grievance is a dispute regarding the interpretation, application, operation, or alleged violation of this Agreement, or the dismissal or discipline of an employee covered by this Agreement. Should a grievance arise between the Employer and an employee covered by this Agreement the grievance will be resolved in the following manner:

- (a) Step 1 - The employee and/or the Union representative shall present the grievance in writing, in person or by fax, to the employee's immediate supervisor with a copy to the Director Labour Relations within twenty-five (25) days after the date of the Supervisor's response at the informal step as set out in Article 7.01. At the request of either party, the Manager shall arrange a meeting or teleconference to discuss the grievance. The employee shall have the right to have a steward or Union representative present at such a discussion. The Manager shall give a decision in writing

to the employee and the Union within ten (10) days after the grievance has been filed.

- (b) Step 2 - If the dispute is not settled at Step 1, the grievor and/or the Union representative shall submit the grievance in writing to the District Executive Director or designate within ten (10) days of receipt by the Union of the Step 1 answer. At the request of either party, the District Executive Director or designate shall arrange a meeting or teleconference with the Union to discuss the grievance. The employee(s) shall have the right to have a steward or Union representative present at such a meeting. The District Executive Director or designate shall give a decision in writing to the Union within ten (10) days after the grievance was submitted at Step 2.
- (c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the date the Union receives the Employer's response at Step 2.
- (d) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits for the initial filing of grievances under Article 7.02 (a) are mandatory. Other time limits established in this Article are directory.

7.03 Policy Grievance

Where a grievance involving a question of general application or interpretation occurs, Step 1 may be bypassed.

7.04 Sexual Harassment and Personal Harassment

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

7.05 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by an arbitrator agreed to by the parties. If the Employer and the Union fail to agree upon the appointment of the arbitrator within ten (10) working days of notice of arbitration in accordance with Article 7.02 (c), the appointment shall be made by the Provincial Minister of Labour.

7.06 Arbitration Procedure

The arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days of the hearing.

7.07 Arbitration Award

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

7.08 Arbitration Expenses

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

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.01 Entries to Files

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

8.02 Just Cause

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause. An employee while in the probationary period may be terminated by the Employer at any time without cause.

This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)".

8.03 Notification

When an employee who has completed her probationary period is discharged, or suspended without pay, the Employer shall within ten (10) days notify the employee and the Union in writing by certified mail, or personal delivery stating

the reason for the discharge or the suspension without pay. Grievances relating to dismissal and suspension shall be filed at Step 2 of the grievance procedure within twenty-five (25) week days of the Union receiving notice.

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

8.04 Purging Files

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

8.05 Right to Have Steward Present

(a) An employee shall have the right to have her steward or Union representative present at any disciplinary meeting. Where a supervisor intends to interview an employee for disciplinary purposes, provided that there is no undue delay to the process, the supervisor shall notify the employee of the subject of the meeting sufficiently in advance, in order that the employee may contact her steward or Union representative and so that the employee can appropriately prepare for the meeting.

Leave for this purpose shall be without loss of regular pay and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

(b) A steward shall have the right to consult with a Union Representative and to have a local Union Representative present at any disciplinary meeting provided this does not result in any undue delay to the process.

8.06 Support for Rehabilitation

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or gambling dependency to undergo a coordinated program directed to the objective of their rehabilitation.

8.07 Disciplinary Record in Personnel File

The Employer agrees not to introduce as evidence at a hearing relating to disciplinary action any disciplinary record, which was not in the employee's personnel file.

8.08 Personnel File

An employee shall be entitled to review her personnel file in the office of the Employer, and in the presence of the Employer. Such request shall be given to the Employer at least twenty four (24) hours (excluding weekends and holidays) prior to such review.

ARTICLE 9 – INFORMATION

9.01 Copies of Agreement

- a) The union and the VON shall post the collective agreement on their respective web site.
- b) The employee shall be provided with a paper copy of the collective agreement upon request. The Employer and the Union shall share equally the cost of printing such copies of the Agreement.

9.02 Letter of Appointment

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

9.03 Seniority List

The Employer shall maintain a list of the seniority date of each employee in the bargaining unit. The Employer shall send a copy of the list to the Union. The seniority list shall be posted on the Union bulletin boards within thirty (30) days of the signing of the Collective Agreement, and shall be updated thereafter **on or before January 1, April 1, July 1, and October 1, each year.**

Employees shall have thirty (30) days after posting the list to question the accuracy of the list. The question shall be forwarded in writing to the People and Organization Department otherwise the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

9.04 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal and sign on

the review form indicating that its contents have been read. An employee shall receive a copy of the signed appraisal.

9.05 Union Communications

The employer agrees to permit the distribution of Union information related to regular union meetings, grievance matters related to the specific employee(s) directly involved in a grievance matter and regular information to Shop Stewards through employees' drop-off/mail boxes and VON supplied fax machines. The Employer shall provide bulletin board space at Site offices for the use of the Union.

9.06 Employee Availability

The Employer shall provide to the Union and the Local President on a calendar quarterly basis an updated list of bargaining unit employees indicating each employee's employment status and agreed availability. The document shall not be the basis of a grievance related to employee availability or employment status.

ARTICLE 10 - HOURS OF WORK

10.01 Normal Hours of Work

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

- (a) The normal hours of work shall include;
- I. direct hours of client care,
 - II. paid breaks as per Article 10.01 (b),
 - III. travel time between clients,
 - IV. travel time as per Article 10.01 (c),
 - V. travel time and time spent at meetings called by the Employer. In calculating travel time for staff meetings and meetings with individual employee(s) called by the Employer, such a meeting is treated the same as a client visit.
 - VI. time spent in assigned tasks related to mentoring of students,
 - VII. fifteen (15) minutes per day of work for administrative tasks.
Administrative tasks include, but are not limited to:
 - i. calls to/from the office for changes in clients/schedules,
 - ii. preparation of client reports,
 - iv. reports (e.g. client event reports, progress notes, OH&S safety check reports

- (b) An employee who works three (3) hours or more – but fewer than six and one-half (6.5) hours – on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break. An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.
- (c) Travel time to and from assignments at the beginning and the end of the day is an expectation of the job and is not compensated except where an employee travels thirty (30) kilometres or more from home to the first assignment of the day or the employee travels thirty (30) kilometres or more from the last assignment of the day to home. This does not apply to an employee who chooses to work in a Geographic Region other than the Region where she resides in which case the border of the Geographic Region shall be considered her home.

The employee shall be compensated at the rate of one (1) minute of paid time per kilometre that is traveled in excess of thirty (30) kilometres. Such time for travel that is in excess of the thirty (30) kilometres shall be included within the normal hours of work.

- (d) Where an employee has an unpaid break of greater than (2) hours (other than a scheduled meal break) between Client Visits on a day, travel time from the client visit preceding such unpaid break to the employee's home and from the employee's home to the next client following the unpaid break shall be considered time worked.

Except as provided in (c) above, travel time at the beginning and the end of the day is an expectation of the job and is not compensated.

10.02 Full Time Employees

- (a) Full Time Employees will be guaranteed eighty (80) hours over ten (10) days per bi-weekly pay period.
- (b) Full Time Employees shall be guaranteed eight (8) hours per day within an established ten (10) hour period per day of availability "availability block".

"This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)".

10.03 Part Time Employees

- (a) Part Time Employees will be guaranteed hours in accordance with their letter of designation in one of the following ways:
1. Sixty (60) hours over ten (10) days per bi-weekly pay period consisting of six (6) hours per day within an established eight (8) hour period per day of availability, “availability block”, or
 2. Forty (40) hours over ten (10) days per bi-weekly pay period consisting of four (4) hours per day within an established six (6) hour period per day of availability , “availability block”
 3. Such other number of hours per bi-weekly pay period as may be agreed between the Employer and an employee. The availability block for such employees shall include two (2) hours more per day than the number of the employee’s guaranteed hours.

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

10.04 Changes to Employment Status

An employee can indicate to the Employer in writing their interest in increasing or decreasing their employment status (i.e. full time/part time). Such requests shall be considered on the basis of operational requirements and offered in order of seniority subject to the senior candidate’s ability to meet the requirements of the position.

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

10.05 Changes to Employee Availability

Part time employees shall indicate to the Employer their willingness to be assigned to additional or extra work beyond their guaranteed hours and/or their availability block. Employees shall be classified as “available” or “not available” and changes to an employee’s availability shall be made to the Employer in writing. Subject to operational requirements such a request shall not be unreasonably denied.

Where an employee is unwilling and/or unavailable for offers of additional or extra work such events will be tracked by the Employer and may as a result alter or remove the employee from their indicated availability. Additional or extra availability may be reinstated upon the Employer being satisfied that the employee will be available.

10.06 Changes in Number Needed for Particular Time Frame

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

Where operational requirements dictate a change in the number of employees required for a particular time frame in a Geographic Region, preference will be given to the most senior employees in that Geographic Region interested in the new time frame. If there is not sufficient interest in the new time frames, the position/s will be assigned to the most junior employee(s) in the Geographic Region.

10.07 Assignment of Work

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

- (a) Employees will be assigned work subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the employee is available and possesses the required skills, abilities and qualifications to meet the needs of the client(s), employees will be assigned work. within one of the six (6) **Site Service Areas**.

Employees shall not normally be assigned to work in another **Site Service Area** unless required to fulfill the employee’s guaranteed hours of work. In no event however, shall an employee be compelled to work further than twenty (20) kilometres outside their **Site Service Area** to fulfill the employee’s guaranteed hours of work. Where there is mutual agreement between the Employer and an employee, the Employer may assign the employee to work more than twenty (20) kilometres outside of their Site Service Area .

- (b) Where the employee’s daily assignments are less than the hours of work required for a full shift, the employee shall, at the earliest opportunity:
1. indicate their availability to **Caseload Planners/Client Service Associates**, and;
 2. accept alternate assignments including, but not limited to, client visits or HSW related education, or;
 3. update relevant client charts, or;
 4. with the Employer’s approval, take the time not worked off without pay, or;
 5. with the employer’s approval, use comp time, vacation or stat time for the time not worked.

6. Discuss the tracking of the unscheduled time as an offset to the total hours worked in the biweekly period (not 10.02 (b) discussions.
- (c) Where the employee is not otherwise assigned sufficient hours of work required for a full shift the employee will check their voicemail, or utilize any other method as determined by the VON for communicating directly for assignments at the start of their availability block, at the end of each assignment as well as every thirty (30) minutes during each period of down time (excluding break.

10.08 Weekend Assignments

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

- (a) In each **Site Service Area** the most senior twenty-five (25) per cent (approximate – adjusted quarterly) of the employees will be scheduled for a minimum of two (2) weekends off in each three (3) week period. Employees may agree with the employer to be available to work more than one (1) weekend in each three (3) week period.

Where operational requirements indicate there is a need for more employees to be available to work on weekends and this is expected to be an on-going requirement, the employer will notify the affected employees within the 25% exempted group of the change in weekend assignments.

Such changes will be done on a quarterly basis and with a minimum of two (2) weeks’ notice to the employees affected. Only the minimum number of employees required to meet the additional weekend needs shall be affected, and shall be assigned in reverse order of seniority.

- (b) In each **Site Service Area** for all remaining employees the Employer will endeavour to provide two (2) weekends off in three (3), but will schedule a minimum of every second weekend off, except where there is mutual agreement between the Employer and an employee to work more weekends.
- (c) If a member of the bargaining unit that is offered the guarantee of two (2) weekends off in three (3) declines such offer, the offer will be extended to the most senior employee that is guaranteed every second weekend off.
- (d) Should fewer employees be required to work on a weekend than were scheduled then such additional weekend off shall be offered to employee’s previously scheduled to work the weekend, in order of seniority. Such time not worked shall be without pay or at the employees

discretion may choose comp time, vacation time or stat time for the time not worked.

10.09 Schedule of Client Assignments

The Employer shall distribute (normally by fax) the daily notification to each HSW indicating their respective client or other assignments. The schedule of client assignments will normally be forwarded to each HSW by 1500 hours.

10.10 Assignment of Available Hours on and Between Schedules

Subject to Article 10.06, when preparing assignments the Employer shall, prior to hours being offered to Casual employees, offer any hours which are not needed for replacement of hours as provided in Article 10.06 or 10.10, to Part Time employees who are available to work (as set out in Article 10.05) on the basis of seniority where the part timer has worked less than twelve (12) hours for the day or eighty (80) hours in the biweekly period.

10.11 Client Cancellations - Downtime

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

- (a) Where there is a client cancellation the employee shall, at the earliest opportunity, indicate their availability to **Caseload Planners/Client Service Associates** and accept alternate assignments including turnbacks, office work or with the Employer’s approval, take the time not worked off without pay or use comp time, vacation or stat time for the time not worked. Where the employee is not otherwise scheduled for their full guaranteed hours the employee is expected to check their voice mail for assignments at the start of their availability block, at the end of each client visit as well as every thirty (30) minutes during each period of down time (excluding breaks).
- (b) Where the employee is not otherwise scheduled for their full guaranteed hours the employee is expected to check their voice mail for assignments at the start of their availability block, at the end of each client visit as well as every thirty (30) minutes during each period of down time (excluding breaks).
- (c) Where a client has not provided to VON and/or the employee a 24 hour advance notice of cancellation of the scheduled visit and where the employee is not otherwise assigned, the employee shall report such cancelled visit on their respective Report of Service. It is understood that

the maximum time to be reported/claimed as a cancellation shall be 2 hours.

- (d) When an employee is not given at least twenty-four hours notice of a cancellation of an Extra Client Visit, the Employer shall offer to replace the cancelled visit within twenty-four hours of the start of the cancelled visit time with an alternate assignment or pay the cancelled scheduled visit time or cancelled part of a scheduled visit up to a maximum of two (2) hours, travel time if any, and actual kilometrage incurred. When an employee has a client visit cancelled during their approved period of availability for their guaranteed hours the employee shall be paid their actual kilometrage incurred.
- (e) An employee may choose to take leave without pay rather than accept an offer of an alternate assignment to replace a cancelled Extra Client Visit, and if she does so, or, if the Employer is unable to contact the employee because the employee fails to respond to a voice message left by the Employer in accordance with Article 10.10 (a), the Employer is not required to pay for the cancelled visit nor make any further effort to replace the cancelled hours. Alternate assignment(s) under this Article 10.10 shall not be considered as overtime.

10.12 Evening Assignments

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

- (a) In each **Site Service Area** the most senior twenty-five (25%) per cent (approximate – adjusted quarterly) of the employees will not be scheduled for evening assignments. All remaining employees in the Geographic Region will be assigned to a rotation that distributes evening assignments on a fair and equitable basis.

Where operational requirements indicate there is a need for more employees to be available to work evenings and this is expected to be an on-going requirement, the employer will notify the affected employees within the 25% exempted group of the change in evening assignments. Such changes will be done on a quarterly basis and with a minimum of two (2) weeks' notice to the employees affected. Only the minimum number of employees required to meet the additional evening needs shall be affected, and shall be assigned in reverse order of seniority.

- (b) In each **Site Service Area** for all remaining employees the Employer will endeavour to exclude as many employees as possible from evening assignments, provided that the rotation of evening assignments for all remaining employees remains reasonable. The Employer will discuss the

number of additional employees to be given exemption from evening assignments with the Labour Management Committee in each Site.

If a member of the bargaining unit that is offered exemption from evening assignments declines such offer, the offer will be extended to the most senior employee that is in the evening assignment.

10.13 Maximum Hours

No employee shall be required to work more than twelve (12) hours per day, or for more than forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.

10.14 Minimum Rest Period

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

10.15 Minimum Meal Break

With the exception of a client visit of greater than four (4) hours, the Employer shall not require an employee to work more than four (4) hours without a half-hour unpaid meal break. The employee may choose in writing to have such breaks scheduled or will otherwise waive their right to such breaks.

10.16 Callback Compensation

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)”.

- (a) A callback occurs where an employee reports back to work not previously scheduled after the employee leaves from their last client visit of the day or before her next regularly scheduled client assignment, and also occurs if an employee reports for work not previously scheduled on her day off.
- (b) A callback does not occur where the client assignment is continuous with the employee’s regularly scheduled client assignments for the day or where the client assignment falls within approved extra or additional availability for Part Time employees, or where the client assignment is accepted by the employee during her regularly scheduled day even where the client assignment is not continuous with the employee’s regularly scheduled client assignments for the day.

- (c) Employees are required to check their voice mail prior to leaving from the last scheduled client visit of the day.
- (d) Employees on callback shall be compensated a minimum of four (4) hours at the straight time rate or at the overtime rate for the period worked, whichever is greater.

10.17 Availability Pay

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 **twenty seven point seven cents (\$0.277) per hour for all hours paid.**

Note: the availability rate (0.277) is to be adjusted by the economic increases as set out in Appendix A.

Apr 1, 2012 +2% = (0.2825)
Apr 1, 2013 +2.5% = (0.2896)
Apr 1, 2014 +3.0 = (0.2982)

- 10.18 Subject to operational considerations, the Employer will endeavour to maximize the number of full-time positions in the bargaining unit.

ARTICLE 11 – OVERTIME

11.01 Definitions

- (a) “overtime” means authorized work in excess of **10 hours** in a day or eighty (80) hours per bi-weekly pay period.
- (b) “time and one-half” means one and one half (1.5) times the straight time hourly rate for the employee as provided in Appendix “A”.

11.02 Overtime Compensation

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

11.03 Overtime Eligibility

All overtime must be authorized by the District Executive Director or delegate.

11.04 Overtime Allocation

Subject to operational requirements, the Employer shall make every reasonable effort to allocate overtime work on a fair and equitable basis among qualified employees.

11.05 Overtime Bank

Overtime pay shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on the employee's timesheet. Overtime banks in excess of eighty (80) hours may be paid out to the employee.

Instead of being paid for overtime, employees may choose to receive paid time off equivalent to the amount of overtime worked at the appropriate overtime rate at a time mutually agreed by the employee and the Employer.

ARTICLE 12 – TRAVEL

12.01 Reimbursement for Travel

- (a) For travel in providing client services, an employee shall be paid either at a daily rate per working day or at the rate of **forty two point eight seven (\$0.4287)** cents per km. This adjustment shall become payable effective **April 1, 2012** according to whichever method of reimbursement the employee has claimed.

The daily rate on April 1, 2012, shall become \$15.50.

Any changes to the Provincial Civil Service kilometer rate subsequent to April 1, **2012** shall be made to the kilometer rate hereunder.

- (b) For purposes of Article 12, travel in providing client services includes travel between clients, travel for meetings (including staff meetings) with an employee (s) called by the Employer, and travel in excess of twelve (12) km daily from home to the first client and travel in excess of twelve (12) km daily from the last client of the day to home. For the sake of clarity in calculating travel km for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.
- (c) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be reimbursed for km actually driven from the client before any such gap in the work schedule to home and from home to the next client after such gap.

- (d) If an employee chooses to work in a **Site Service Area** other than the **Site Service Area** where her home is located, or where an employee moves outside the **Site Service Area** where she works, the **Site Service Area** border shall be considered her home for the purposes of Article 12.01 (b) and (c) .

However, where the Employer requires an employee to travel to another **Site Service Area** no matter how far from her home, Article 12.01 (b) and (c) shall apply.

- (e) The employee shall submit travel expenses at the end of each week.
- (f) Travel reimbursement shall be paid every pay period.

12.02 Travel to Conferences, Training Courses and Meetings

All employees driving a vehicle for travel on behalf of the Employer for training or for a conference or meeting shall be paid in accordance with Article 12.01 above. If the training, conference or meeting extends over a meal period, a meal allowance of eight dollars (\$8.00) for breakfast, ten dollars (\$10.00) for lunch, and fifteen dollars (\$15.00) for supper shall be granted unless meals are otherwise provided.

Where the Employer requires an employee to attend any conferences, training courses or seminars, the reasonable expenses for lodging shall be reimbursed.

- 12.03** Employees are required to have reliable transportation, however, should an employee's vehicle become inoperable during the performance of the day's assignment approved transportation costs incurred by the employee in the fulfillment of the day's work assignment shall be paid by the Employer.

ARTICLE 13 – UNION-MANAGEMENT CONSULTATION COMMITTEE

13.01 Union-Management Consultation Committee

The Employer and the Union agree to maintain a Union-Management Consultation Committee at each Site (i.e. Colchester East Hants, Annapolis Valley, Tri-County, Pictou County).

This Committee shall be comprised of the District Executive Director and/or designates, and the Local Union President and other members of the bargaining unit as appointed or elected by the Local Union. The President of the Local Union and the District Executive Director shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee

members. In no event shall either party have more than three persons in attendance at Committee meetings.

This Committee shall determine a schedule of meetings setting out a meeting each second month, or more or less frequently if mutually agreed.

An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include problems concerning staffing, geographic districts or regions, orientation, complaints re: workload, scheduling, transfers, reassignment, and difficulties created by short-term or long-term absences.

The Committee shall be responsible for:

- (a) defining problems;
- (b) developing viable solutions to such problems; and
- (c) recommending the proposed solutions to the appropriate authority.

The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect at the VON.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of the VON and the convenience of the parties, however, where meetings are scheduled during working hours employees shall suffer no loss of regular pay while attending.

13.02 Multi Branch Labour Management Committee

The Employer and the Union agree to maintain a Multi Site Labour Management Committee. This Committee shall meet quarterly unless agreed otherwise by the Employer and the Union. The parties will discuss matters of common concern to the various Site covered under this Collective Agreement.

The Union will be represented by the Employee Relations Officer and the Local President or designate for each Site covered by this Collective Agreement.

The Employer will designate representatives to the Committee.

The Committee shall be responsible for:

- (a) defining problems;
- (b) developing viable solutions to such problems; and
- (c) recommending the proposed solutions to the appropriate authority.

The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect at the VON.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of the VON and the convenience of the parties. However, where meetings are scheduled during the employees' regular hours of work, the employees shall suffer no loss of regular pay while attending. The expenses associated with hosting these meetings (i.e. meals and refreshments) will be shared equally between the Employer and the Union.

ARTICLE 14 – HOLIDAYS

14.01 Holidays

Holidays are defined to be as follows:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. First Monday in August | |

An employee who works between 1800 hours and 2400 hours on Christmas Eve shall be compensated at the rate of 1.5X their regular rate for the hours worked between 1800 hours and 2400 hours.

14.02 Holiday Pay

An employee shall receive holiday pay at the rate of four point two three per cent (4.23%) of regular hours paid to a maximum of eighty-eight (88) hours in any one year.

14.03 Holiday Pay Bank

Earned holiday credits (stated in hours) shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on the employee's timesheet.

14.04 Christmas or New Year's Day Off

Based on operational requirements, each employee shall receive either Christmas Day or New Year's Day off in rotation, unless mutually agreed otherwise.

14.05 Holiday Availability List

- (a) **Prior to January 15th of each year, employees shall notify the Employer in writing of the minimum of five (5) holidays (other than Christmas or New Year's Day which they prefer to be scheduled to be off. Holidays will be distributed equitably amongst all employees in accordance with Article 14.04) for which they are available to work. Employees may also indicate their availability to work on additional holidays. Subject to Article 10.04, the Employer shall schedule employees for holidays giving preference based on seniority.**
- (b) If client needs on a holiday cannot be met by the employees under Article 14.05 (a) above, the Employer may assign such additional holiday client visits to employees in reverse order of seniority.
- (c) If a client needs on a holiday result in fewer employees being required to work than were designated, then such additional holidays off shall be assigned in order of seniority to employees who, pursuant to Article 14.05 (a) above, indicated a desire to be off on such holiday.
- (d) When an employee is scheduled off on a holiday which falls on a day the employee would normally work, such employee will have their guaranteed hours for the pay period in which the holiday falls reduced by the number of guaranteed hours applicable to that holiday. Employees who are not scheduled to work on a holiday may request, on their time sheet, to have the holiday paid out of their holiday pay bank.
- (e) When a holiday falls on an employee's day of rest, the Employer shall grant the holiday with pay, to be deducted from the employee's holiday pay bank, on another day mutually acceptable to the Employer and the employee.
- (f) Provided that sufficient advance notice is given and with the approval of the Employer employees may exchange holidays off or holidays scheduled to work where operational requirements permit, and there is no increase in cost to the Employer.

14.06 Compensation for Time Worked on a Holiday

Employees who are required to work on the actual date of any of the recognized holidays listed in Article 14.01, shall be paid at the rate of time and one-half (1.5 x) for each hour worked on the holiday. This would be in addition to their holiday pay for employees who choose to draw paid time from their holiday time bank.

The holiday time bank shall not exceed a total of forty (40) hours. Where the bank reaches the maximum the Employer reserves the right to schedule the employee for a paid (holiday) off with pay at a time mutually agreed or to pay the employee for the holiday hours that are in excess of the forty (40) hour maximum.

The balance of each employee's holiday time bank shall be reported on the bi-weekly pay advisement.

ARTICLE 15 – VACATION

15.01 Annual Vacation Entitlement

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

- (a) each year during the first eight (8) calendar years of service, at the rate of fifteen (15) days per year;
- (b) each year after eight (8) calendar years of service but less than fifteen (15) calendar years of service at the rate of twenty (20) days per year;
- (c) each year after fifteen (15) calendar years of service at the rate of twenty-five (25) days per year;
- (d) each year after twenty-five (25) calendar years of service at the rate of thirty (30) days per year.

15.02 Vacation Pay

An employee shall accrue vacation pay on the following basis:

- (a) each year during the first eight (8) calendar years of service at the rate of five point seven six nine per cent (5.769%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year;
- (b) each year after eight (8) calendar years of service but less than fifteen (15) calendar years of service – at the rate of seven point six nine two per cent (7.692%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year;
- (c) each year after fifteen (15) calendar years of service but less than twenty-five (25) calendar years of service at the rate of nine point six one five per

cent (9.615%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year.

- (d) each year after twenty-five (25) calendar years of service at the rate of eleven point five three eight percent (11.538 %) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year.

15.03 Other Vacation Entitlement

Employees as of the date of signing of this collective agreement who have an entitlement to unpaid vacation leave greater than that which their service would provide under Article 15.01, shall retain such entitlement notwithstanding that they do not have the requisite years of service. The vacation pay to which such employees are entitled shall be determined in the following manner:

- (a) Where the employee is entitled to three (3) weeks of unpaid vacation leave vacation pay shall be calculated at the rate of five point seven six nine per cent (5.769%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year;
- (b) Where the employee is entitled to four (4) weeks of unpaid vacation leave vacation pay shall be calculated at the rate of seven point six nine two per cent (7.692%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year;
- (c) Where the employee is entitled to five weeks of unpaid vacation leave vacation pay shall be calculated at the rate of nine point six one five (9.615%) per cent of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year.
- (d) Where the employee is entitled to six (6) weeks of unpaid vacation leave, vacation pay shall be calculated at the rate of eleven-point-five-three-eight (11.538%) per cent of regular hours paid to a maximum of two thousand and eighty (2,080) hours paid per calendar year.

However, all other employees and all new employees hired after the date of signing shall earn vacation entitlement solely in accordance with Article 15.01.

15.04 Vacation Pay Bank

Earned vacation credits (stated in hours) shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on the employee's timesheet.

15.05 Vacation Scheduling

- (a) The Employer will make all reasonable efforts to accommodate the wishes of an employee for a leave of absence for vacation time off. The vacation year shall be April 1 to March 31 in each year. Employees are entitled to at least two (2) calendar weeks (i.e. Monday to Sunday) vacation between the period June 15 to September 15, which can be consecutive, at the discretion of the employee but in no event shall be granted in more than two seven (7) day periods.
- (b) The employee shall advise the Employer in writing of vacation preference by January 15th in each year.
- (c) Where the Employer determines that it is necessary to place a restriction on the number of employees on unpaid vacation leave within a **Site Service Area** at any one time, preference shall be given to employees with greatest length of seniority within that **Site Service Area**.
- (d) The Employer shall post the approved vacation schedule, and shall respond to each employee in writing regarding her vacation request no later than March 1st. Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) If a vacation preference is not approved, the **employee** may ask that the preference be wait-listed-in case of future change(s) or cancellation(s), which would enable the Employer to grant the preferences.
- (f) The Employer shall grant requests for unpaid vacation leave made after January 15th subject to operational requirements on a first come first served basis. The Employer shall reply to the request as soon as possible and within ten (10) calendar days of receipt of the request.

15.06 Unpaid Vacation Leave Carryover

Subject to prior written approval of the Employer, an employee may carry over up to five (5) days unpaid vacation leave and up to forty (40) hours banked vacation pay from one vacation year to the next. Such written approval shall not be unreasonably withheld.

Banked vacation pay not used or carried over by the end of the vacation year shall be paid out to the employee.

15.07 Employee Compensation Upon Separation

Upon separation from the Employer, an employee shall be paid accrued vacation pay to which the employee is entitled.

15.08 Unbroken Vacation

Subject to Article 15.05 (a), where operational requirements permit, the Employer shall make a reasonable effort to grant to an employee unpaid vacation time in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) weeks of vacation time during the period June 15 to September 15.

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

15.09 Illness During Vacation

If an employee covered under Article 16.01 becomes ill during a period of vacation and such illness is for a period of three (3) or more consecutive days and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and her vacation credit shall be restored to the extent of the sick leave.

ARTICLE 16 – SICK LEAVE

16.01 Standard Sick Leave

- (a) Employees covered by Article 16.01

New employees hired after March 23, 2006, employees who were earning sick leave at the effective date of this agreement, and all employees receiving sick pay in lieu of sick leave who opt to transfer to sick leave shall be covered by this Article 16.01.

- (b) Sick Leave Defined

Sick leave is an indemnity benefit and not an acquired right. Employees who are absent from work on approved sick leave, shall be granted sick leave pay when unable to perform the duties of her position because of illness or injury provided that the employee is not otherwise receiving pay

for that day and provided that the employee has sufficient sick leave credits. Sick leave pay shall be equal to the amount that the employee was scheduled and would have been paid had she been able to perform the duties of her position. In the event that the employee's sick leave extends beyond the current schedule, sick leave pay shall be equal to the amount that the employee would have been paid based solely on her guaranteed hours pro-rated for the period of the sick leave.

(c) Amount of Sick Leave

Employees accumulate sick leave at the rate of twelve (12) hours per one hundred and seventy-three (173) Regular Hours Paid, up to a maximum accumulation of one hundred and forty-four (144) hours in a calendar year and to a maximum accumulation of nine hundred and sixty (960) hours.

Any employee who, as of March 23, 2006, has accumulated more than one hundred and twenty (120) sick days shall be red-circled until excess accumulation reduces to nine hundred and sixty (960) hours. (Applies to Annapolis Valley employees)

This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)" except for a shift that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision.

Sick leave shall only be payable to a casual employee for an absence due to illness on a day previously scheduled to work and where the casual employee had sufficient sick leave credits.

(d) Sick Leave Records

A record of all unused sick leave shall be kept by the Employer. Upon reasonable advance notice to the Employer, an employee shall be advised of the amount of sick leave credits accrued within five (5) business days.

(e) Employee to Inform Employer

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

(f) Return to Work

"This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)" except for a shift

that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

Employees returning to work from approved sick leave shall be scheduled their guaranteed hours following receipt of written notice of return, in the next schedule period to be prepared in accordance with Article10, even if it means reassigning client visits from the most junior employee(s).

(g) **Leave for Medical and Dental Appointments or Leave for Family illness**

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)” except for a shift that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

i) An employee is entitled to forty (40) hours of paid leave per calendar year to engage in personal preventative medical and dental care, as well as leave for family illness (spouse, parent or child).

ii) The employee must give reasonable notice to her Supervisor or delegated official.

iii) In the case of leave for family illness the leave is for the employee to provide for the temporary care of employee’s immediate family and for reasonable time to make alternate care arrangements.

iv) The Employer may require proof of the need for such leave as considered necessary.

v) Leave for medical or dental appointments shall be limited to the time required to attend the appointment plus reasonable travel time.

vi) Such leave shall be deducted from sick leave credits.

16.02 Employee Confidential Medical Information

Employee confidential medical information (i.e. employee information specific to the nature of a medical condition such as that provide by the Attending Physician Report) shall be managed with restricted access in accordance with this collective agreement or as permitted by law.

The Employer shall store such employee confidential medical information separately and allow access only to the persons who are directly involved

in administering that information (i.e Occupational Health, Labour Relations)

ARTICLE 17 – EDUCATION AND TRAINING

17.01 Education and Training

(a) Required by Employer

The Employer and the Union recognize that continuing education in home support is of benefit to the Employer, employees and clients. Employees may be required to take advantage of continuing education (including in-service training). An employee required by the Employer to attend such continuing education (including in-service training) shall be paid for attendance at such program (s), and such time shall be considered as regular hours paid. Employees shall be reimbursed for Employer-approved registration, travel and accommodation costs.

(b) Discretionary

Staff are encouraged to take advantage of relevant workshops offered in the community and may be sponsored by the Employer through tuition or time off at the discretion of the Executive Director. Where attendance is not required by the Employer, then the employee and the Employer may agree in advance on what expense, if any, will be reimbursed.

17.02 Changes in Job Requirements

(a) If the Employer identifies additional training or education which it requires employees to complete to upgrade their qualifications as a condition of employment, the employees shall be paid for attendance at such program (s), and such time shall be considered as regular hours paid. Employees shall be reimbursed for Employer-approved registration, travel and accommodation costs.

(b) The employer shall provide to employees an orientation relating to the introduction of new electronic work devices.

17.03 CCA Certification

The Employer encourages all Home Support Workers who are not Certified Continuing Care Assistants (CCA) and who were employed as of Feb 20, 2006 to obtain their CCA certification through self directed learning. The Employer will sponsor and provide a qualified coach for each Home Support Worker who

participates in the CCA certification process and will also pay the employee's application and certification fees.

ARTICLE 18 – WORKERS' COMPENSATION

18.01 Workers' Compensation

All employees shall be covered by the Workers' Compensation Act.

18.02 Workers' Compensation Supplement and Benefits

When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings.

This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits.

When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

18.03 Total income while on WCB

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.

18.04 Group Health and Group Life Benefit Plans while on WCB

The Employer shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits, provided that the employee makes acceptable arrangements with the Employer for payment of her share of the benefit premiums.

18.05 Seniority while on WCB

An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

18.06 Vacation credit accrual while on WCB

An employee shall continue to accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the accrued benefit equals a maximum of one (1) year of entitlement.

ARTICLE 19 - WAGES AND CLASSIFICATIONS

19.01 Rates of Pay

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

19.02 Payment of Wages

Employees shall submit a regular account of their hours worked including a claim for all travel and other recoverable expenses. This submission, the Report of Service (ROS), shall be confirmed by VON and become payable on the next regular biweekly pay day following the period covered in the ROS.

19.03 Acting Pay

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

19.04 Evening Premiums

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 6:00 p.m. and 6:00 a.m. **Effective October 31, 2011 the premium rate shall become \$1.75/hr and on March 31, 2015 the rate shall be \$1.85/hr.**

19.05 Weekend Premiums

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 12:01 am Saturday and 7:00 am Monday. **Effective October 31, 2011 the premium rate shall become \$1.75/hr and on March 31, 2015 the rate shall be \$1.85/hr.**

ARTICLE 20 - LEAVES OF ABSENCE

20.01 Pregnancy/Birth Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to fifty-two (52) weeks.
- (b) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) 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.
- (d) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

20.02 Pregnancy Leave Notice

- (a) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date the employee intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the employee's attending physician. In such cases the employee will provide as much advance notice of the revised start date of the leave as is possible; or
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or
 - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 20.02 (a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of the employee's leave or return to work.

20.03 No Termination of Employment

The Employer shall not terminate the employment of an employee because of the employee's pregnancy.

20.04 Pregnancy Leave – Employer Requirement

The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the employee's ability to work.

20.05 Pregnancy – Sick Leave

Leave for illness of an employee arising out of or associated with an employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 20.01, may be granted sick leave in accordance with the provisions of this Collective Agreement.

20.06 Pregnancy/Birth Leave Allowance

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

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

20.07 Parental and Adoption Leave

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

- (a) The parental leave of an employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the employee's home during the pregnancy/birth leave,
 - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the employee's returning to work; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the employee is entitled exceed a maximum of fifty-two (52) weeks.
- (b) The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 20.06 a),
 - (i) shall begin on such date coinciding with or after the birth of the child as the employee determines; and
 - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

- (c) An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the leave began.

20.08 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) Benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

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

20.09 Pregnancy/Birth and Parental and Adoption Leave Deferral

If an employee is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

20.10 Return to Work

An employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of his or her intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the employee. When a Regular employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Regular employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated, in a comparable position within the site.

20.11 Continuation of Service & Seniority

While on pregnancy/birth or parental, or adoption leave, an employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

20.12 Continuation of Benefit Plans

While an employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the employee to continue participation in eligible benefit plans. The employee shall be responsible to pay both the Employer and employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave.

20.13 Special Leave - Birth

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)” except for a shift that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

Where a Full Time employee’s spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay up to a maximum of **sixteen (16)** scheduled hours during the confinement of the mother. This leave may be divided into more than 2 segments and granted on separate days. This benefit shall be prorated to part time employees.

20.14 Special Leave – Adopted Child

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)” except for a shift that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

Where a Full Time employee adopts a child, the employee shall be granted special leave without loss of regular pay up to a maximum of sixteen (16) scheduled hours at the time the child arrives in the employee’s home. This leave may be divided into more than 2 segments and granted on separate days. This benefit shall be prorated to part time employees

20.15 Leave for Storms or Hazardous Conditions

Time 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 their regular shift may be:

- (a) made up by the employee at a time agreed upon between the employee and the Employer; or
- (b) on request by the employee, paid from the employee’s holiday, overtime, vacation or, where appropriate, banked sick pay credits (as per MOA #1 – Pay in Lieu of Paid Sick Leave), or
- (c) deemed to be leave without pay.

20.16 Bereavement Leave

“This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)” except for a shift

that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

(a) If a death occurs in the immediate family of an employee when the employee is at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's tour of duty for that day.

(b) If a death occurs in the immediate family of an employee, the employee shall be granted five (5) consecutive days of bereavement leave commencing on the calendar day following the day of the death of the family member. The employee shall not have a loss of regular pay for shifts not worked during the bereavement leave

Immediate family of an employee is:

1. Father, Mother, son, daughter, sister, brother,
 - a. Step sister, step brother, step mother, step father, step child
 - b. Child for whom the employee is designated as the legal guardian or who is designated a ward to the employee.
2. Spouse and family of the spouse
 - a. Father, mother, brother, sister, son, daughter
 - i. (i.e. "in-law relationships")
3. Grandparents, grandchild
4. Relative permanently residing with the employee or with whom the employee permanently resides

(c) In the event of a death of an employee's step-grandchildren or step-grandparents, the employee shall be granted three (3) consecutive days bereavement leave commencing on the calendar day following the day of the death of the family member. The employee shall not have a loss of regular pay for shifts not worked during the bereavement leave.

(d) In the event of the death of anyone permanently residing in the employee's household or anyone with whom the employee permanently resides the employee's aunt, uncle, niece or nephew, the employee shall be granted one (1) day bereavement leave granted on the day of the funeral. The employee shall not have a loss of regular pay for a shift not worked on that day.

(e) If a death occurs for which bereavement leave is provided under this Article, and the Employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days.

- (f) In the event that the funeral for any of the persons listed in Articles 20.16 (b) or (c) does not take place within the period of bereavement leave provided but occurs later, the employee may defer up to 2 days of their bereavement leave without loss of regular pay to be taken on and adjacent to the day of the funeral (i.e. the day immediately before or after the funeral).
- (g) Based on operational requirements, the primary home support employee shall be entitled to leave without loss of pay or benefits for up to a maximum of four (4) hours to attend the funeral of a client who is still on the caseload and who has been under the employee's care for a minimum of one (1) year. This leave shall apply to only one employee per client.

20.17 Bereavement While on Leave of Absence for Vacation Time Off

"This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)" except for a shift that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

If an employee is on leave of absence for vacation time off at the time of the bereavement of an immediate family member as defined in Article 20.16 (a), (b), (c) or (d), the employee shall be granted bereavement leave without loss of regular pay or benefits based on their regular scheduled hours of work for that period had they not been on vacation and be credited the appropriate number of hours to the employee's vacation credits.

20.18 Court Leave

"This provision is not applicable to a casual employee (except a casual employee while in a Temporary Position)" except for a shift that was previously scheduled (committed) to the casual employee that occurs during the calendar period of the leave of absence provision..

A leave of absence without loss of regular earnings or benefits shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness at any court where by law the employee is compelled to attend.
- (c) Any employee given leave of absence with pay pursuant to Article 20.18 (a) and 20.18 (b) shall have deducted from her salary an amount equal to the amount that the employee receives for such duty.

20.19 Compassionate Care Leave

Employees, upon making written request to the Employer, shall be entitled to compassionate leave in accordance with the Labour Standards Code. Where the employee is eligible and opts in writing to maintain the benefit plans during their compassionate leave, the employee shall arrange to pay the full cost required to maintain the benefit plan, including that portion which is normally the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

ARTICLE 21 – BENEFIT PLANS

21.01 Insurance Plan

Insurance Plan benefits and coverage shall be available to regular employees in accordance with the eligibility criteria of the VON National Plan and the Employer and employee shall continue with the cost-share formula in place at the date of signing except that the cost sharing of the group health plan (excluding dental plan) shall change from fifty (50%) Employer paid and fifty (50%) employee paid to sixty-five per cent (65%) Employer paid and thirty-five per cent (35%) employee paid.

21.02 Pension Plan

Pension Plan benefits and coverage shall be available to regular employees in accordance with the eligibility criteria of the VON National Plan.

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.01 Occupational Health & Safety Act

The Employer agrees to be bound by the provisions of the Occupational Health & Safety Act, S.N.S. 1996, c7, as amended.

22.02 First-Aid Kits

The Employer shall provide a first aid kit to be carried by employees in their vehicle.

22.03 First-Aid and CPR Training

In the interests of the occupational safety and health of employees, the Employer will maintain an in-service program of first-aid and CPR training.

ARTICLE 23 – JOB POSTING

23.01 Job Posting

- (a) Where the Employer decides that a new position or vacancy exists within the bargaining unit, and the Employer determines that the position is to be filled, a notice shall be posted on the VON web Site (<http://www.von.ca/en/careers/careers.aspx>) or the Employer's toll free job line.
- (b) The posting shall indicate:
 - (i) the guarantee level and availability block for the position;
 - (ii) the Geographic Region;
- (c) A vacant position in accordance with this provision shall be posted for a minimum of seven (7) calendar days.

23.02 Casual Employees

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

23.03 Filling Vacancies

In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position. Regular employees shall be given preference in the selection process over casual employees regardless of seniority.

ARTICLE 24 – LAYOFF

24.01 Exceptions

With respect to Article 24, the use of the word "layoff" does not refer to unforeseen or periodic reductions in scheduled hours of work due to temporary or intermittent shortages of work.

24.02 Layoff

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

24.03 Union Consultation

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

24.04 Layoff in Reverse Order of Seniority

Employees shall be laid off in reverse order of seniority within their Geographic Region or may accept voluntary layoff with notice to the Employer.

- (a) An employee in receipt of a layoff notice may:
 - (i) accept a vacancy in an adjoining Geographic Region; or, if there is no such vacancy,
 - (ii) displace the least senior employee in an adjoining Geographic Region who is less senior, or accept a vacancy in any Geographic Region; or, where there is no such less senior employee or no such vacancy,
 - (iii) displace the least senior employee in any Geographic Region who is less senior than the employee in receipt of the layoff notice, or where the employee is the most junior in the bargaining unit,
 - (iv) accept available work in any Geographic Region.

Employees are not permitted to bypass or skip any of the steps under the above process provided that at any of the steps the employee may choose to accept layoff and be placed on the recall list.

- (b) Notwithstanding the above, if a vacancy arises within twelve (12) months in the Geographic Region from which the employee was moved, such employee shall have the right to return to their previous Geographic Region.
- (c) If an employee chooses to accept a vacancy or available work or displace an employee in an adjoining Geographic Region, the border of the new Geographic Region shall be considered her home for the purposes of Article 12.

24.05 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.

- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and the employee (s) who is/are to be laid off, except where a greater period of notice is provided for under (c) below.
- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, eight (8) weeks' notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off.

24.06 Recall in Order of Seniority

When the work force is increased following such a layoff, the employees shall be recalled in order of seniority within the geographic region. Employees are responsible for maintaining their current contact phone number and address with the Employer.

24.07 No New Employees

No new employee shall be hired unless all employees on the recall list within that geographic region who are able to perform the work required have had an opportunity to be recalled.

24.08 Loss of Seniority

An employee shall lose their employment and their seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated (no just cause required for probationary employees);
- (b) the employee resigns in writing
- (c) the employee is absent from work or not available to work in excess of five (5) working days when scheduled or marked as available to work, without justifiable cause or without notifying the Employer, except where notification is impossible.
- (d) following recall from layoff, the employee fails to report for work;
- (e) the employee is laid off from work for more than one (1) year; or
- (f) the employee retires.

ARTICLE 25 RE-OPENER

25.01 Change in Agreement

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

ARTICLE 26 - NOTICE OF RESIGNATION

26.01 Notice of Resignation

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

26.02 Withdrawal of Resignation

An employee who has terminated her employment through resignation may withdraw her resignation in writing within **three (3) business days** of the time it was received by the Nurse Managers in accordance with Article 26.01.

ARTICLE 27 – PROTECTIVE CLOTHING AND UNIFORMS

27.01 Provision of Protective Clothing

The Employer will ensure that employees are provided with personal care gloves, cleaning gloves, protective aprons or other materials required to carry out job tasks.

27.02 Uniforms

Where the Employer requires an employee to wear uniform or special clothing, such uniforms or special clothing will be provided by the Employer at no cost to the employee.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration and Renewal

- (a) The term of this agreement shall be from **April 1, 2012 to March 31, 2015** and thereafter, from year to year, unless or until either party gives notice in writing to bargain during the three (3) month period preceding the expiry date.

- (b) If any article in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this agreement shall remain in full force and effect for the remainder of the term.

28.02 Effective Date of Agreement

Except for Appendix "A" or as specifically provided otherwise in this Agreement, the terms and benefits of this Collective Agreement shall be effective from the date the tentative agreement is ratified by the Union. The Union shall provide the VON with written or email confirmation of the successful ratification.

ARTICLE 29 – SUCCESSOR RIGHTS

29.01 Successor Rights

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

- (a) The successor Employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (b) The successor employer shall ensure that the continuity of employment of all employees in the bargaining unit is not broken or interrupted by the sale or transfer; and
- (c) The successor Employer shall ensure that all periods of employment recognized as service with the Employer shall be deemed service with the successor employer for all purposes and the successor employer shall ensure that all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale; and
- (d) in the event that the transfer of business results in the intermingling of the employees covered by this agreement with other employees of the successor employer, the successor employer shall insure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling; and
- (e) No employee shall suffer a loss of employment as a direct result of a sale or transfer within four (4) months of the sale or transfer.

ARTICLE 30 – NO STRIKE OR LOCKOUT

30.01 No Strike nor Lockout

During the term of this agreement:

- (a) There shall not be any cessation, retardation, slow down or stoppage of work for any reason by the employees or the Union;

The Employer shall not lock out its employees;

- (c) Nothing in this article shall be construed to conflict with the Trade Union Act (Nova Scotia).

IN WITNESS WHEREOF the parties have executed this Agreement the 12 day of May, 2014

VON Canada Nova Scotia Branch

Nova Scotia Government and
General Employees Union

Jane Mealey

Joan Jessome

Tammy Frail

Elayne W Bradley

Heather Matthews

Nicole Quinn

APPENDIX "A" - HOME SUPPORT WAGE SCALES

	% change	Probationary	Regular	Availability premium Article 10.17
Expired rate		15.84	16.39	
April 1, 2012	+2%	16.16	16.71	+0.2825/hr
April 1, 2013	+2.5%	16.56	17.13	+0.2896/hr
April 1, 2014	+3%	17.05	17.65	+0.2982/hr

NOTE: It is understood that the Employer has the right to place newly hired employees on the increment scale in accordance with their relevant experience

Memorandum of Agreement #1
Re: Pay in lieu of paid sick leave provisions under Article 16.01

Purpose:

The following language is only applicable to the employees listed in this memorandum. These employees shall not have access to the absence for sickness with pay (i.e. paid sick leave) provisions as set out in Article 16.01. The provisions of Articles 16.02 apply to these listed employees. As the employees listed here leave employment with VON their names shall be deleted from this list.

- (a) Employees of VON as listed hereunder shall receive pay in lieu of sick leave and are not entitled to the provisions of Article 16.01 of the collective agreement and shall therefore be covered by this Memorandum.
- (b) Sick leave is an indemnity benefit and not an acquired right. Employees receiving pay in lieu of sick leave who are absent from work on approved sick leave, shall be granted unpaid sick leave when unable to perform the duties of her position because of illness or injury.
- (c) Employees receiving pay in lieu shall be entitled to the following:
 - (i) In lieu of paid sick leave, each employee shall be granted three point five seven per cent (3.57%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year.
 - (ii) Earned pay in lieu (stated in hours) shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on the employee's ROS.
- (d) Pay in Lieu Records

A record of all banked pay in lieu (stated in hours) will be kept by the Employer and displayed on the pay stub of each employee as entitled to this payment.
- (e) Legitimate absence due to illness or injury

Employees receiving pay in lieu shall, where unable to work due to illness or injury, inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall inform the Employer in advance of the date of her return to work.

- (f) Return to Work following unpaid leave due to illness or injury

Employees returning to work from approved sick leave shall be scheduled their guaranteed hours following receipt of written notice of return, in the next schedule period to be prepared in accordance with Article 10, even if it means reassigning client visits from the most junior employee(s).

- (g) Medical and Dental Appointments and Family Illness

An employee receiving pay in lieu is entitled to thirty-seven and one-half (37.5) hours of unpaid leave per calendar year to engage in personal preventative medical and dental care, and in case of an illness of a member of an employee's immediate family, meaning spouse, parent or child. The employee must give reasonable notice to her Supervisor or delegated official. This leave is for the employee to provide for the temporary care of employee's immediate family and for reasonable time to make alternate care arrangements. The Employer may require proof of the need for such leave as considered necessary. Leave for medical or dental appointments shall be limited to the time required to attend the appointment plus reasonable travel time.

EMPLOYEES ELIGIBLE FOR PAYOUT OF SICK BANK (as at April 24, 2014)

ANNAPOLIS VALLEY (eligible for sick bank payouts)

<i>Employee #</i>	<i>Last Name</i>	<i>First Name</i>
11413	Barteaux	Stephanie
11437	Bent	Krista
11818	Boutilier	Sherry
11487	Brennan	Janis
13846	Graves	Sarah
12047	MacKinnon	Gladys
12203	Newcombe	Lisa
12227	Oickle	Joan
12316	Renouf	Deborah
12319	Richard	Laurinda
12561	Wheelhouse	Tammy

PICTOU COUNTY (eligible for sick bank payouts)

<i>Employee #</i>	<i>Last Name</i>	<i>First Name</i>
11397	Baillie	Eva
12048	MacKinnon	Madonna
11514	Burns	Monica

11524	Cameron	Donna
11525	Cameron	Sharon
11538	Carter	Susan
11538	Cockcroft	Darlene
11620	DeGruchy	Rhonda
12550	Wells	Camilla
83065	Fraser	Melissa
11488	Brenton	Kathy
12164	Morrison	Bernadette
11837	Higgins	Sara
11824	Henderson	Patty
12265	Peters	Monica
11888	Joudrey	Margaret
11850	Holwell	Ronda
11950	Leil	Beverly
12062	MacMaster	Isabel
12011	MacDonnell	Mary
12060	MacLeod	Jean
12100	Martin	Dianne
12148	Miller	Joanne
12232	O'Laney	Marjorie
12254	Patterson	Angela
12326	Roberts	Beth
12458	Stuart	Lucy
11730	Fraser	Tina

COLCHESTER EAST HANTS (eligible for sick bank payouts)

<i>Employee #</i>	<i>Last Name</i>	<i>First Name</i>
11396	Baillie	Tracy
11406	Barkhouse	Trudy
11425	Dean	Shelley
11439	Benvie	Jane
11449	Black	Krista
12107	Mattatall	Jennifer
11481	Bradley	Cynthia
11500	Bryanton	Barbara
11519	Bushie	Carol
11548	Pearl	Barbara
11462	Boertjes	Melissa
11622	Delaney	Kathy
11641	Dillman	Janette
11666	Duffy	Erin
11673	Dunphy	Jennifer

11725	Fraser	Edith
11724	Fraser	Donna
11721	Francis	Courtney
11771	Grady	Louessa
11772	Graham	Shawna
11856	Hunt	Hilda
11862	Irving	Kerry
11882	Johnson	Susan
11922	Laffin	Heather
11939	Laybolt	Vanessa
11952	Lennerton	Brenda
12534	Ward	Tiffany
12078	MacRae	Glenda
12050	MacLean	Ardith
12089	Manuel	Kathy
12104	Cameron	Cathy
12110	Matthews	Heather
12109	Matthews	Faye
12010	MacDonald	Ruth
12033	MacKay	Darlene
12130	McLellan	Deborah
12128	McLearn	Marlene
11927	Lambert	Maralee
12136	McNutt	Carvell
12215	Nieforth	Valerie
12223	Davidson	Alana
12233	Oldford	Pauline
12237	O'Neill	Cynthia
12240	Osborne	Darlene
12242	Pace	Susan
12278	Pouliot	Maria
12288	Pye	Brenda
12335	Ferguson	Ruth
12349	Rushton	Marlene
12348	Rushton	Marion
12365	Saunders	Corena
12380	Sharpe	Annette
12385	Shearer	Susan
12391	Shortt	Cathy
12393	Simm-McCord	Nancy
12404	Slater	Linda

12409	Smeltzer	Holly
12419	Smith	Lucinda (Cindy)
12434	Starratt	Sandra
12446	Stiles	Sheila
12451	Stone	Carolyn
12466	Swanson	Rosemary
12501	Turner	Leta
12537	Ward	Tanya
12558	West	Elizabeth
12581	Willigar	Rhonda
12596	Woolley	Ruby

TRI-COUNTY (eligible for sick bank payouts)

Employee #	Last Name	First Name
12598	Wright	Rose-Anne
11901	Smith	Lori

IN WITNESS WHEREOF the parties have executed this Agreement the 12 day of May, 2014.

VON Canada Nova Scotia Branch

Nova Scotia Government and
General Employees Union

Jane Mealey

Joan Jessome

Tammy Frail

Elayne W Bradley

Heather Matthews

Nicole Quinn

MEMORANDUM OF AGREEMENT # 2
Re: Statement of Hours worked/paid – Tri-County Site

The VON will provide to the Local union a statement of the biweekly hours worked/paid for the members of the Tri-county bargaining unit. The statement will be provided within 2 weeks of the applicable pay period.

IN WITNESS WHEREOF the parties have executed this Agreement the 12 day of May, 2014.

Phil Veinotte
For VON

Robin MacLean
For NSGEU

MEMORANDUM OF AGREEMENT #3

Re: 12 Hour Availability Block/10 Hour Daily Guarantee

Whereas the Employer has indicated a desire to establish a twelve (12) hour availability block within which there is a guarantee of ten (10) hours paid, the Parties hereby agree as follows:

1. Article 10.02 of the Collective Agreement – Full Time Employees – shall be amended as follows:
 - (a) Full Time Employees will be guaranteed eighty (80) hours over ten (10) days per bi-weekly pay period, or in the case of a guarantee of ten (10) hours per day as provided for in 10.02 (b) below, Full Time Employees will be guaranteed eighty (80) hours over eight (8) days per bi-weekly pay period.
 - (b) Full Time Employees shall be guaranteed eight (8) hours per day within an established ten (10) hour period per day of availability “availability block” or ten (10) hours per day within an established twelve (12) hour period per day of availability “availability block”.

2. Article 10.03 of the collective agreement - Part Time Employees – shall be amended as follows:
 - (a) Part Time Employees will be guaranteed hours in accordance with their letter of designation in one of the following ways:
 1. Sixty (60) hours over ten (10) days per bi-weekly pay period consisting of six (6) hours per day within an established eight (8) hour period per day of availability, “availability block”, or
 2. Forty (40) hours over ten (10) days per bi-weekly pay period consisting of four (4) hours per day within an established six (6) hour period per day of availability , “availability block”
 3. Such other number of hours per bi-weekly pay period as may be agreed between the Employer and an employee. The availability block for such employees shall include two (2) hours more per day than the number of the employee’s guaranteed hours.
 4. Within an established twelve (12) hour period per day of availability “availability block”.

2. Benefits that are accrued on the basis of regular hours paid or hours worked shall be granted on a pro rated basis. Such proration shall only apply while the Full Time Employee is in a ten (10) hour guaranteed position, and any such entitlements accrued shall be applied as per the Collective Agreement when such Full Time Employee is in an eight (8) hour guaranteed position.

For example Article 15.01 (b) shall be applied as a Full Time employee working in a ten (10) hour guaranteed position who has less than eight (8) years of service shall accrue unpaid vacation leave at the rate of twelve (12) ten (10) hour days per year (i.e. one hundred and twenty (120) hours).

This Memorandum of Agreement shall be binding on the Parties and shall form part of the Collective Agreement.

Signed in Halifax this 12 day of May 2014.

Phil Veinotte
For VON

Robin MacLean
For NSGEU

**Memorandum of Settlement
#4**

with

“Explanatory comments”

Between
VON Canada Nova Scotia Branch
And
Nova Scotia Government Employees Union

Regarding: Mandating employees to work

1. The parties agree that all reasonable efforts are to be made to avoid the practice of mandating staff to work.

COMMENT:

- a. This does however clarify that where necessary employees can be mandated and the process as described here is to be applied.
 - b. Mandating is not a scheduling methodology but is an alternative to situations where the usual scheduling options of staff assignment, including the assignment of casuals, are not available.
2. Mandating occurs where a service provider is required to work when they have indicated to the VON, as required by the collective agreement, that they are "not available" or are required to work at a time when the employee was not previously scheduled to work, and where the employee does not subsequently agree to work such time as offered.

COMMENT:

- a. An employee would not be considered to have been mandated until the steps 1 to 5 of the protocol have been applied.
- b. Mandated to work is not the same as a callback as set out in Article 10.15.
 1. Where an employee agrees to work and that agreement is reached with an employee while the employee is on duty then such time worked is not considered a mandate and is not a callback.
 2. However the time worked may qualify to be paid as overtime under Article 11.01 if the work requires the employee to work beyond 12 hours in a day or in excess of 80 hours biweekly.
- c. Where an employee is called to work while not on duty and the work is for a period between their last regular shift and their next

regular paid shift (e.g. the next day) or on their day off then such work would be a callback. It would not be a callback for Part Time employees if the work assigned falls within a period of Extra or Additional availability previously indicated and approved.

3. Where mandating occurs the employee shall be compensated in accordance with the provisions of this settlement, as outlined in the protocol below.

COMMENT

- a. Compensation for the mandated time worked will be a minimum of 4 hours pay or 1.5X the employee's regular hourly rate for the actual hours worked, whichever is greater.
 - b. Where it is necessary to mandate an employee to work, the 8 hour period commencing at the start time of their first client assignment shall be the period during which any and all client service and time worked would be considered as a single mandating period. Any client assignments available outside that 8 hour period on that day would be considered as second mandating event and would be serviced from the mandating list as described in #8 below.
 - c. Mandating cannot be initiated by a Case Load Planner. It is the Nurse Manager who must initiate the mandating order.
4. Each event of employee mandating shall be recorded on the VON's Short Notice Assignment Report
 - a. This report is completed by the Nurse Manager performing the mandating and is filed after each day of scheduling.
 - b. A summary of these events shall be compiled and reported to the union at the periodic Multi Branch labour management meetings.
 - c. A summary of the events shall be provided to the union.

MANDATING PROTOCOL

Except as specified herein, this agreement shall not replace the normal operating practices of scheduling. That is; overtime practices and the related collective agreement provisions of Article 11 and furthermore the normal operating practices of callback and the related collective agreement provisions of Article 10.15 shall be continued. However; this protocol will guide the parties in the selection of the employee to be required to work at a time not previously scheduled and will set out the rate of compensation for this assignment.

Where a client assignment or block of work arises that must be assigned to a HSW, the following protocol will apply. The Employer will mandate an employee to work such

client assignment(s) by utilizing the following steps and where there are no other reasonable options.

In all instances of assigning client visits the usual scheduling considerations of geographic proximity and related operational considerations as set out in Article 10.06 shall apply.

1. The first consideration by VON will be to assign the client(s) or block of work to HSW(s) who have unfilled hours within their guarantee. That is; assign the work to an HSW for whom the assignment(s) is within their approved availability block and who does not otherwise have assignments fulfilling their guaranteed hours.
2. If there are no such HSW available under #1 the client assignment or block of work will be assigned to a Part Time HSW for whom the assignment is within their indicated extra or additional availability, in accordance with Article 10.09 of the Collective Agreement.
3. Where there are no such employees available for assignment under #1 or #2, the client assignment or block of work will be assigned to a casual employee, where reasonably possible.

COMMENT:

- a. It was agreed that the VON increase the expectations and requirements to casuals such that they are at least as available and accountable to the VON as are the regular staff when it comes to responding to the needs for client services.
 - b. Casual should be assigned as needed and VON exercise reasonable consideration of the circumstances that may restrict availability of casuals.
4. In the event that it is determined that the clients could be serviced without adding more staff to the daily complement (all shifts/blocks) but by reducing the number of employees assigned to a particular block on that calendar day and reassigning the employee to the equivalent time period where the client service is needed (i.e. change the schedule of an employee) then in such event the approach will be:
 - a. Review the staff complement on the shift where the complement can be reduced and where there is a casual employee scheduled and that casual is able to meet the client assignment considerations (i.e. geography, DNS orders and skills etc) then the casual employee shall be rescheduled to the shift as needed and compensated at regular pay for the changed shift.
 - b. Where there are no casuals scheduled or acceptable for rescheduling as above, the VON will seek from the shift where a surplus exists, a volunteer for rescheduling of the shift. Where multiple staff volunteer, the reassignment will be to the most senior volunteer. Compensation shall be as regular pay for the shift worked.

- c. Where there are no volunteers for rescheduling a shift on that day the employer shall seek a volunteer from all staff. Where multiple staff volunteer, the assignment will be to the most senior volunteer. Compensation shall be as regular pay for the shift worked or under the overtime/callback provisions as applicable. However; the employer has the right to give the preference for the assignment of such work to the senior volunteer that does not result in the payment of overtime/callback.

COMMENT:

- d. Where there are no volunteers for the rescheduling of the assignment then the employer may reassign the junior employee on the shift to be reduced or defer to the mandating process in #7below. Compensation of the reassigned employee shall be as per the regular guaranteed hours for the originally scheduled shift (availability block) and pay for the hours worked that day that are outside of the originally schedule block at time and a half (1.5 x) for the hours worked or the 4 hour minimum payment; whichever is greater..
5. In the event that attempts to access an employee as set out above have not been successful the Employer will issue an "all out voice message" seeking volunteers to cover the assignment. The Employer will indicate in the voice message the deadline for the response.

COMMENT

- a. The employer has the right to give the preference for the assignment of such work to the senior volunteer that does not result in the payment of overtime.
 - b. The assignment may trigger overtime for employees under the overtime provision.
 - c. The work would be available to the most senior employee who volunteered for the work but does not obligate the VON to assign the work to a senior employee if that would cause overtime payment where the offer to a less senior employee would not cost at the overtime rate.
6. In the event that attempts to access employees and to have a volunteer have failed the Employer will mandate an employee to the client assignment(s).
 7. The Employer will select the employee(s) to mandate to work from the group comprised of the least senior 25% of the employees (i.e. the least senior employee(s) would be mandated to the client assignment, subject to reasonable consideration of geographic proximity and operational requirements such as "do not sends", etc. and an approach of equitable distribution of assignments to the employees of the group). The number of employees needed to provide a reasonable distribution of mandated assignments shall be reviewed at the Multi Branch labour Management Committee on a regular basis.

COMMENT:

- a. In determining the least senior 25% casual employees are included as well as employees on extended leave such as LOA, WCB, LTD and otherwise on the seniority list.
 - b. By including casuals on this mandating list they can be compensated with overtime payment as are the regular employees but only if mandated at a step 7 of the process.
 - c. This is intended to provide a deterrent for the VON to allowing a casual to simply refuse at Step 3 and then accept at step 7 where there is overtime. If the casual is available they are assigned at Step 3.
 - d. The list for mandating is applied at the discretion of the VON and equitability of assignments is not a fully balanced and always equal process. However periodically the list may be reviewed with a view to assessing the equitability and subsequently developing a plan to establish relative equality if it does not exist.
 - e. When mandating to the employees on the list the operational requirements such as do not sends and geographic proximity still apply and may impact on the employee chosen and ultimately then on equitability.
 - f. The VON will attempt to mandate to employees on a "next in turn" basis beginning from the least senior employee(s). In the event that an employee is not available or not mandated on a given occasion for some reason (reasonable discretion being applied) then they would be the first one contacted at the next occasion of mandating.
8. Compensation for the mandated time worked will be a minimum of 4 hours pay or 1.5X the employee's regular hourly rate for the actual hours worked, whichever is greater.

Signed in Halifax this 12 day of May 2014

Robin MacLean for the Union

Phil Veinotte for the Employee

NEW

**Memorandum of Agreement
#5**

Availability Block and unscheduled time

It is agreed that for certain employees within each operating Local of NSGEU the collective agreement will, on a conditional basis as set out herein, be amended to allow for the removal of the 2 additional hours of availability per shift per day to create a “standard shift”.

The continuation of this arrangement for the “standard shift” shall be contingent upon there being no increase in the amount (i.e. cost) of indirect time within the Local bargaining unit.

Such changes will conditionally apply as follows:

1. Indirect time is defined as the cost to VON for providing payment to the employee under guaranteed hours and where there has been no corresponding time spent with the client.
2. The metrics for determining such indirect time activity shall include a review of indicators such as direct hours, indirect hours and unscheduled time reports.
3. Effective within eight (8) weeks of the union providing written notice of ratification of the renewal collective agreement VON shall initiate the shift change so as to eliminate the additional two (2) hours of availability as part of the employee daily scheduled hours.
4. The NSGEU and the VON shall meet during the eight (8) week period preceding the commencement of the “standard shift” to review the current metrics used to determine the cost of indirect time and to set the baseline against which the parties will measure and monitor the success of the trial in “standard shifts”.
5. The most senior 25% of the employees within each Geographic Region as set out in Article 1.01 (11) shall be eligible for the “standard shift” schedule at the implementation date and the % may subsequently be adjusted as set out herein.

6. In the determination of the most senior employees, casual employees shall not be considered.
7. The cost to VON for indirect time (i.e. employee paid time where not providing client services) shall be monitored and determined by the parties jointly. Such reviews shall be regular and for biweekly periods.
8. Upon the regular biweekly review of indirect hours activity and where there is a trend or pattern within a Geographic Region of increasing or decreasing amounts of indirect time, the VON may serve notice to the union of the need to alter the “standard shift” arrangement as the experience dictates. The number of employees eligible for the “standard shift” arrangement (i.e. Eligibility %) may be increased or decreased in increments of up to 5% of the respective Geographic Region.
9. The ongoing monitoring of the indirect hours activity shall be carried out by a Committee comprised of a Local union representative of each of the Sites on behalf of the respective Geographic Regions where there is a “standard shift” arrangement in practice. In addition the union may have the NSGEU representative participate in the discussions. The VON shall be represented by the Director of Client Services or designate as well as any other representatives as assigned by VON.
10. Increases to the Eligibility % shall occur in 4 week intervals.
11. In the event of a notice of discontinuation or reduction to Eligibility %, the VON shall provide a 2 week notice to affected staff.
12. Such discontinuation may be temporary or permanent as determined by the VON. However; if temporary discontinuation then it shall be discontinued until such time as the parties can meet and consider the causes.
13. In the event that measures can be introduced to effectively correct the trend of increases the VON will reintroduce the “standard shift” on as outlined above.

14. In the event that there is no viable solution available to correct the trend of increasing costs then the arrangement will be discontinued.

- a. In the case of a VON decision to discontinue and the Union is not in agreement with the decision the matter shall not be arbitrable under Article 7.
- b. However; the union may submit the matter of the decision to discontinue the arrangement to an expedited arbitration process. The arbitrator shall be an individual as mutually agreed between the parties. The parties will collaborate on encouraging the arbitrator to meet and decide the matter as soon as possible.

15. As a parallel agreement, the parties shall amend Article 10.08 to provide for daily client assignment notification as follows:

Article 10.08 Schedule of Client Assignment

The Employer shall distribute (normally by fax) the daily notification to each HSW indicating their respective client or other assignments. The schedule of client assignments will normally be forwarded to each HSW by 1500 hours.

16. The continuation of the modification to Article 10.08 is tied to the continuation of the "standard shift" arrangement as set out above.

Signed in Halifax this 12th day of May, 2014.

Robin MacLean
For the Union

Jane Mealey
For the VON