

# **COLLECTIVE AGREEMENT**

between the

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

and

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

**Client Services**

Expiry Date: March 31, 2021

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**NOTE** For ease of reference an asterisk (\*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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## ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS\*

### 1.01 Definitions\*

- a)\* **"Agreement"** – the Client Service Associate (CSA) **and** Client Service Associate Team Lead (CSATL) Collective Agreement between VON **for** Canada - Nova Scotia **Branch** and the Nova Scotia Government and General Employees Union.
- b)\* **"Bargaining unit"** - is the unit for collective bargaining described by Labour Relations Board Certification Order #5115 covering all persons employed by VON **for** Canada - Nova Scotia Branch as Client Service Associate (CSA) **and** Client Service Associate Team Lead (CSATL) and operating at multiple Site offices of VON service delivery throughout Nova Scotia.
- c) **"Casual employee"** - means a person who is not regularly scheduled and who works on an ad hoc basis. The benefits of the Collective Agreement do not apply to Casual Employees.
- d) **"Employee"** - means a member of the bargaining unit.
- e)\* **"Employer"** - VON **for** Canada - Nova Scotia Branch.
- f) **"Full-time employee"** - means an employee who is regularly scheduled to work seventy-five (75) hours in each bi-weekly pay period.
- g) **"Holiday"** - means 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 14.
- h) **"Immediate Family"** shall include the employee's
  - a. father, step father, father-in-law
  - b. mother, step-mother, mother-in-law
  - c. guardian, or ward of the employee
  - d. brother, step-brother, brother in law
  - e. sister, step sister, sister in law
  - f. spouse
  - g. son, daughter, stepson, stepdaughter
  - h. son-in-law, daughter-in-law
  - i. grandparent, step-grandparent
  - j. grandchild or step-grandchild
  - k. a relative permanently residing in the employee household or with whom the employee permanently resides.



The “in-law” and “step-relative” relationships referred to in this provision will only be considered “immediate family” in cases where it is a current relationship at the time of the death.

- i) **"Part-time employee"** - means an employee who is hired to work less than seventy-five (75) hours in each bi-weekly pay period on a regular basis. A Part-Time employee shall receive the wage rate and applicable benefits on a pro-rata basis according to **their** paid hours of work, except as otherwise specified in the Collective Agreement. After ninety (90) days following the signing of this Collective Agreement, any casual employee who has worked or is consistently scheduled to work twenty or more hours per week in the preceding six (6) months shall become a part-time employee. The employee's status (i.e. percentage of full-time hours) will be determined at the time of the request and will be based on operational requirements).
- j) **"Probationary period"** - a period not to exceed nine hundred and ten (910) hours worked. The period may be extended by mutual agreement between the Employer and the Union.
- k) **"Regular hours paid"** includes hours paid by the Employer including paid holidays, paid vacation and paid sick leave (both expressed in paid hours), paid Union leave reimbursed by the Union as provided in Article 6.01 and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours other than the straight time hourly equivalent of the actual overtime hours worked, and hours paid by a third party including Worker's Compensation Benefits. In no event shall regular hours paid in any one year exceed 1950 hours.
- l) **"Seniority"** – means the length of continuous employment dating from the last date of hire within the bargaining unit.
- m) **"Service"**- means the length of continuous employment dating from the last date of hire with the Employer.
- n) **"Spouse"** – means a legal marriage partner, common-law spouse or a live-in partner. 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.
- o) **"Temporary Employee"** is one who is hired for a term without the intention of becoming regular. Temporary employees shall be subject to the provisions of this Agreement, except that they shall not be entitled to accumulate seniority. If a Temporary Employee becomes a Regular Employee without a break in service, **their** employment and seniority date

shall be **their** first day of continuous employment as a Temporary Employee.

Notwithstanding the probationary period, if the employment of an employee appointed to a position on a temporary basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise the employee in writing not less than five (5) days prior to the date of termination and shall pay the employee for any scheduled work days within that 5 day period.

**p) Trial Period**

Where a current employee is appointed to another classification within the bargaining unit (excluding temporary assignments) the Employee will be appointed in a trial period of 800 (eight hundred) hours of work. This shall include the training hours.

During the trial period, the Employee shall retain the option of returning to the Employee's former position with the same procedure being followed as outlined above. Any other Employee promoted or transferred in relation to the above assignment shall also be returned to that Employee's former position with the same procedure being followed as outlined above.

**q) "Union"** - Nova Scotia Government and General Employees Union (NSGEU).

**r) "Union representative"** - any person designated by the Union.

**1.02 Gender**

Unless any provision of this Agreement specifies otherwise, words importing the feminine gender shall include males and vice versa.

**ARTICLE 2 – RECOGNITION\***

**2.01 Bargaining Agent Recognition**

The Employer recognizes that NSGEU is the sole representative to bargain with the Employer for all employees in the bargaining unit.

**2.02 Mutual Agreements\***

No employee shall make any written or oral agreement with the Employer, its representatives or the employee's immediate management supervisor, which is contrary to the terms of this Agreement.

## **ARTICLE 3 - UNION DUES - CHECK OFF**

### **3.01 Deduction of Union Dues**

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

### **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 (T4) the amount of contributions under this Article.

### **3.05 Religious Exclusions**

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Union dues provided they make a contribution equal to said Union dues to some recognized charitable cause.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer agrees that there shall be no discrimination against any employee on any grounds established in the Human Rights Act, S.N.S. 1991, c.12, as amended.

#### **4.02 No Discrimination for Union Activity or Political Belief**

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

#### **4.03 No Harassment or Discrimination**

The Employer shall provide, and the Union and employees shall support, a workplace free from harassment and discrimination as set out in the *Human Rights Act*. The Employer shall maintain a policy on workplace harassment.

### **ARTICLE 5 - MANAGEMENT RIGHTS\***

#### **5.01 Management Rights\***

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage VON **for** Canada - Nova Scotia Branch under its control and to direct the workforce is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

#### **5.02 Consistent Application**

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of the Collective Agreement.

### **ARTICLE 6 - UNION BUSINESS\***

#### **6.01 Leave Without Pay**

Where operational requirements permit, and on reasonable notice, special leave without pay shall 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) as registered delegates to travel to and attend the Annual Meeting of the Union;
- (g) for such other Union business as may be authorized by the Union.
- (h) such permission will not be unreasonably withheld. If requested by the Union in writing, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6.01 and shall bill the Union at the rate of 120% of the employee's gross pay rate to cover the costs of benefits for the period of such leave within a reasonable period of time.

## **6.02 Notification to Employer**

The Union shall give written notice to the Employer of the names of stewards, members of the Board of Directors and Bargaining Unit Negotiating Council and other committees with Union representation including, but not limited to, Occupational Health and Safety and Labour-Management committees or those affected by Article 6.01.

## **6.03 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the **Senior Manager or delegate** shall grant special leave without loss of regular pay for two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

## **6.04 Recognition, Rights and Duties of Stewards\***

- (a) 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 at each operating Site. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or **their** alternate, shall obtain the permission of **their** immediate supervisor or designate before leaving **their** work to perform **their** duties as a steward.

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

- (b) On commencing employment, the employee's immediate supervisor shall inform the new employee of the name and telephone number of **the employee's** Union steward(s) or representative(s). The Employer shall inform the employee regarding electronic access to a copy of the agreement as set out in Article 9.01.

#### **6.05 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 where the Union reimburses the Employer the cost of such benefits pursuant to Article 6.01.

### **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 may be discussed between the immediate supervisor and the employee or employees.

#### **7.02 Grievance Procedure\***

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 to the employee's immediate supervisor with a copy to the **Labour Relations Officer** within twenty-five (25) days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. At the request of either party, the immediate supervisor 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 immediate supervisor shall give a decision in writing to the

employee and the Union within ten (10) days after the grievance **meeting was held**.

- (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/Senior Manager** within ten (10) days of receipt by the Union of the Step 1 answer. At the request of either party, the **District Executive Director/Senior Manager** 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/Senior Manager** shall give a decision in writing to the Union within ten (10) days after the Step 2 **grievance meeting was held**.
- (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 **thirty (30)** 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.

## **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 without prior knowledge of the employee affected.

## **8.02 Just Cause**

No employee who has completed **their** probationary period shall be disciplined, suspended without pay or discharged except for just cause. Probationary employees may be terminated by the Employer at any time without cause.

## **8.03 Notification\***

When an employee who has completed **their** probationary period is discharged, or suspended without pay, the Employer shall within ten (10) days, notify the employee in writing by **registered** mail, or personal delivery **with a copy to the Union by email** 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 fifteen (15) week days of the Union receiving notice.



#### **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 have not been any further infractions.

#### **8.05 Right to Have Steward Present\***

- (a) An employee shall have the right to have **their** steward or Union representative present at any disciplinary meeting. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the subject of the meeting, in order that the employee may contact **their** steward or Union representative so that the employee can appropriately prepare for the meeting, provided this does not result in **unreasonable** delay of the **meeting**.
- (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 **unreasonable** delay of the **meeting**.

#### **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.

### **ARTICLE 9 – INFORMATION\***

#### **9.01 Access to Collective Agreement\***

The Employer agrees to **post the Collective Agreement on its website and to advise each member of the bargaining unit of the access to the Collective Agreement online.**

#### **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 **monthly report of all new hires** to the Union.

### **9.03 Seniority List**

An updated seniority list shall be posted in the workplace on the next work day following January 31st each year. The Employer shall send a copy of this list to the Union. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which 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 Personnel Files**

In the presence of an authorized representative of the Employer, an employee, shall with appropriate notice, be entitled to review their personnel file in the office in which it is normally kept. The employee may have a Union Representative present when reviewing their personnel file. Employees or persons authorized by them in writing shall be entitled to obtain copies of any material on their personnel file upon reasonable notice.

### **9.05 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.

### **9.06 Bulletin Boards**

The Employer shall provide bulletin board space for the posting of notices by the Union pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

### **9.07 Position Descriptions**

- (a) The Employer shall provide the position description outlining the duties and responsibilities assigned to the position upon hire.
- (b) The Employer will provide revised and updated position descriptions to employees upon request.

## ARTICLE 10 - HOURS OF WORK\*

### 10.01 Hours of Work\*

- (a) The Employer operates a seven-days per week, twenty-four hours per day operation, and, subject to other provisions in Article 10, employees will be scheduled to meet the requirements of this operation.
- (b) Hours of work shall include time spent carrying out job requirements, paid breaks, staff meetings, committee meetings called by the Employer. Travel time between home and the **employee's worksite** is not included in hours of work.

### 10.02 Full-time Employees\*

- (a) Hours of work for full-time employees shall consist of seventy-five (75) hours biweekly, normally in the form of ten (10) seven and one-half (7.5) hour shifts, or such other combination of ten (10) shifts as determined by mutual agreement between the Employer and an employee to make up the seventy-five hours. All such shifts shall be inclusive of one-half (1/2) hour in paid breaks. The daily breaks for such shifts shall be taken in the form of a one-half (1/2) unpaid hour meal break and two (2) fifteen (15) minute paid breaks. However; operational requirements permitting, and with the advance approval of the VON, an employee shall be permitted to combine meal breaks and paid breaks to create a one hour break.
- (b) Whenever possible, a full-time employee shall receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (c) No change in **the master rotation** will occur until discussed with the affected employee(s) and the Union. The Union shall have the right to participate in the design of the new **master rotation**.. In the event of a change in the **master rotation**, the Employer shall provide employees with **thirty (30)** calendar days' notice of the new **master rotation**. **Where there is adverse impact to affected employees, requested extensions, up to an additional thirty (30) calendar days, will be granted.**
- (d) Employees required to work such shifts shall, subject to operational requirements, be scheduled as equitably as possible under the scheduling arrangement.

### 10.03 Part-time Employees\*

- (a) Part-time employees shall, at minimum, be scheduled for the amount of hours biweekly outlined in their terms of employment letter. Subject to operational requirements, part-time employees may also be scheduled or assigned as required after the schedule is posted for up to seventy-five (75) hours bi-weekly.
- (b) Hours of work for part-time employees shall consist of up to seventy-five (75) hours bi-weekly, normally in the form of up to ten (10) seven and one-half hour shifts, or such other combination of up to ten (10) shifts as determined by mutual agreement between the Employer and an employee to make up the seventy-five (75) hours. All such shifts shall be inclusive of one-half (1/2) hour in paid breaks. The daily breaks for such shifts shall be taken in the form of a one-half (1/2) unpaid hour meal break and two (2) fifteen (15) minute paid breaks.
- (c) Whenever possible, a part-time employee shall receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (d) No change in **the master rotation** will occur until discussed with the affected employee(s) and the Union. The Union shall have the right to participate in the design of the new **master rotation**. In the event of a change in the **master rotation**, the Employer shall provide employees with **thirty (30)** calendar days' notice of the new **master rotation**. **Where there is adverse impact to affected employees, requested extensions, up to an additional thirty (30) calendar days, will be granted.**
- (e) Employees required to work such shifts shall be scheduled as equitably as possible.

### 10.04 Schedule of Work Assignments\*

- (a) Schedules shall be posted at least four (4) weeks in advance of the four (4) weeks of schedule to be worked.
- (b) The schedule shall be for a minimum of four (4) weeks.
- (c) The Employer will make every reasonable effort not to change the posted shifts. However, if the Employer changes the shift schedule within twenty-four hours of the start time of a shift, the affected employee(s) with a shift changed shall be entitled to overtime compensation for the shift.

- (d) Overtime shall not be paid under this provision for short notice shift changes where an employee requests a change of schedule
- (e) Overtime shall not be paid under this provision where an employee mutually agrees with the employer to work. In this case the employer will indicate that the shift is being offered at a straight time pay rate of compensation.
- (f) In developing the schedule to be posted, requests for time off shall normally be submitted no later than two (2) weeks prior to the posting of the schedule **but may be submitted later**. The Employer will notify affected employees of any of any changes made to the schedule after it has been posted.

#### **10.05 Exchange of Shifts**

Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts, where operational requirements permit, and there is no increase in cost to the Employer.

#### **10.06 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 scheduled shifts, unless mutually agreed otherwise by the Employer and the employee.

#### **10.07 Weekend Scheduling**

Weekend staffing requirements will be determined by operational requirements. The Employer will endeavor to provide as many weekends off as is operationally feasible and to assign all employees on an equitable basis.

Schedules will normally provide for an average of one (1) weekend of work in each three (3) week period. Schedules will normally be such that the employee is not assigned to work on two (2) consecutive weekends, unless mutually agreed otherwise.

#### **10.08 Evenings\***

**Employees required to work evening shifts shall, subject to operational requirements, be scheduled as equitably as possible under the rotation. This does not preclude an employee from being continuously assigned to**

**an evening shift at the employee's request where such continuing assignment is acceptable to the Employer.**

## **ARTICLE 11 – OVERTIME\***

### **11.01 Overtime Rate\***

All hours approved in advance by the Employer to be worked above seventy-five (75) hours bi-weekly shall be considered as overtime and shall be paid at one and one-half (1 1/2) times the regular rate of pay. In addition, any hours worked in excess of seven and one-half (7.5) hours in one day shall be considered to be overtime and shall be paid at one and one-half (1 1/2) times the regular rate of pay.

**Hours worked for the purpose of this Article shall include paid leaves.**

### **11.02 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 seventy-five (75) hours may be paid out to the employee.

### **11.03 No Layoff to Compensate for Overtime**

An employee shall not be subject to reduced regularly scheduled hours of work, established in accordance with Article 10, in order to equalize any overtime worked.

### **11.04 Allocation and Notice of Overtime**

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available employees; and
- (b) to give employees who are required to work overtime as much advance notice of this requirement.

### **11.05 Overtime Compensation for Part-time Employees**

A part-time employee required to work on a scheduled day off and has not been given 12 hour notice of such a requirement, shall be compensated at the overtime rate for the period worked.

## **ARTICLE 12 – TRAVEL\***

### **12.01 Reimbursement for Travel\***

For travel on approved work related business an employee shall be paid at **the Provincial Civil Service rate**.

## **ARTICLE 13 – LABOUR MANAGEMENT CONSULTATION COMMITTEE\***

### **13.01 Labour Management Committee\***

The Employer and the Union agree to maintain a **Labour Management Committee**.

This Committee shall be comprised **equally** of representatives of the **Employer** and the Union. The Union and **Employer** representatives shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members.

**The Committee(s)** shall determine a schedule of meetings.

An agenda shall be developed and circulated prior to each meeting.

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of 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 No Lockout or Strike\***

During the term of this Agreement:

- (a) The Employer shall not cause a lockout and an employee shall not strike during the term of this Agreement.**
- (b) The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members who are governed by the provisions of this Agreement during the term of this Agreement.**
- (c) Nothing in this Article shall be construed to conflict with the Trade Union Act (Nova Scotia).**

## **ARTICLE 14 - PAID HOLIDAYS\***

### **14.01 Holidays\***

Holidays are defined to be as follows:

- |    |                        |     |                                                                         |
|----|------------------------|-----|-------------------------------------------------------------------------|
| 1. | New Year's Day         | 8.  | Labour Day                                                              |
| 2. | <b>Heritage Day</b>    | 9.  | Thanksgiving Day                                                        |
| 3. | Good Friday            | 10. | Remembrance Day                                                         |
| 4. | Easter Monday          | 11. | Christmas Day                                                           |
| 5. | Victoria Day           | 12. | Boxing Day                                                              |
| 6. | Canada Day             | 13. | Any day proclaimed by the Provincial or Federal Government as a holiday |
| 7. | First Monday in August |     |                                                                         |

**An employee who works 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\***

(i) Full-Time Employees

For each holiday listed in Article 14.01, a full-time employee shall be paid seven and one-half (7.5) hours pay. When the calendar day of a holiday coincides with a full-time employee's day off, the Employer shall grant another day off with pay to such employee at a time mutually agreed to by the Employer and employee.

(ii) Part-Time Employees

In lieu of the Holidays listed in 14.01 a part-time employee shall receive holiday pay at the rate of **4.615% on all** regular hours paid to a maximum of **ninety (90)** hours in any one year.

### **14.03 Assignment of Holidays\***

- (a) **The process of determining which employees will be working each holiday for the upcoming calendar year will begin on the first Monday of December in the preceding calendar year. This process shall be completed within the time frame to have the schedule, in which the February holiday falls, posted as per Article 10.04.**
- (b) **The Employer shall invite by expression of interest an opportunity for each employee in the bargaining unit to sign up for their four (4) preferred holidays in accordance with 14.01.**



- (c) **The Employer shall then identify what their operational needs are for each of the holidays and how many additional employees are required for each day. The Employer shall then post these needs, identifying each holiday that there is a need and for how many employees. In order of seniority, employees may opt to volunteer for holidays of their choice of the remaining holidays with a need.**
- (e) **The Employer shall once again identify what their operational needs are for each of the holidays and how many additional employees are still required to work each holiday. In accordance with 14.01 and in reverse order of seniority, the Employer shall assign employees to the holidays in order by greatest need. Employees who have opted to volunteer for additional holidays under 14.03 (c) shall be bypassed on the assigning process unless needs are in excess of what they have volunteered for. If in this assignment, should the Employer reach the top of the seniority list and still have needs remaining, the Employer shall return to the bottom of the list and continue assigning holidays in reverse order of seniority.**
- (f) **The Employer and Union agree that at each Labour Management Committee for each site, a standing agenda item shall be staffing levels for holidays. The Employer is committed to closely monitoring the required staffing levels on holidays and considering this in their operational needs in 14.03(a). In the event that less staff is required for a holiday that staff have been assigned/volunteered above their required four (4) holidays as per 14.03(b), the Employer shall grant the day off by seniority to those employees scheduled to work on the holiday.**
- (g) **Should casuals be available to work on a holiday where temporary or permanent employees are assigned/volunteered above their four (4) holiday requirement selected in accordance with 14.03(b), the Employer agrees, to make every reasonable effort to schedule casual employees and schedule temporary or permanent employees off, in order of seniority. If no temporary or permanent employees are assigned/volunteer above their four (4) holiday requirement, they will be scheduled off in order of seniority.**
- (h) **If additional employees are unexpectedly required to work on a holiday, the Employer will first attempt to schedule casual employees and then assign the least senior employees.**

#### **14.04 Christmas or New Year's Day Off**

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

#### **14.05 Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave, and a holiday listed in Article 14.01 falls within that period, the holiday shall not count as a day of vacation and the vacation day shall be given at another time.

#### **14.06 Exception**

This Article does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday. Time off without pay for Union business is excluded from this clause.

#### **14.07 Compensation for Time Worked on a Holiday\***

- (a) An employee who is required to work **a regular shift** on a holiday listed in Article 14.01 shall be paid at the rate of time and one-half (1 ½ ) for each hour worked on the holiday.
- (b) **An employee who is required to work overtime on a holiday listed in Article 14.01 shall be paid at the rate of double (2.0X) for each overtime hour worked on the holiday.**

### **ARTICLE 15 – VACATIONS\***

#### **15.01 Vacation Entitlement\***

An employee shall accrue vacation pay on the following basis:

- (a) (i) 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 nineteen hundred and fifty (1950) regular hours paid per calendar year;
- (ii) **Effective April 1, 2020**, each year during the first **six (6)** 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 nineteen hundred and fifty (1950) regular hours paid per calendar year;

- (b) (i) 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 nineteen hundred and fifty (1950) regular hours paid per calendar year;
- (ii) **Effective April 1, 2020**, each year after **six (6)** 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 nineteen hundred and fifty (1950) regular hours paid per calendar year;
- (c) each year after fifteen (15) 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 nineteen hundred and fifty (1950) 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 nineteen hundred and fifty (1950) regular hours paid per calendar year.

#### **15.02 Vacation Year**

The vacation year shall be April 1 to March 31, inclusive. All vacation entitlement shall be taken by March 31 of each year, except as provided in Article 15.03.

#### **15.03 Vacation Carryover\***

Prior to **February 15** of any vacation year, an employee may request to carry over any portion of one year's vacation to a maximum of five (5) days. Such requests shall not be unreasonably denied.

#### **15.04 Vacation Scheduling\***

- (a) Subject to operational requirements, at each respective Site, the Employer shall make every reasonable effort to ensure that an employee's vacation request is approved.
- (b) Employees are entitled to at least fourteen (14) calendar days' vacation between the period June 1 to September 30, at the discretion of the employee but in no event shall be granted in more than two seven (7) day periods.
- (c) **For the period of June 1 to September 30 in each calendar year, the employer will conduct a vacation bid to process vacation**

requests. The bid will be held during February, commencing on a date determined by the employer in advance *and communicated to Employees not less than two (2) weeks prior to the bid*. Employees will be assigned a time (in order of descending seniority) to select their vacation. Vacation selections will be tentatively agreed at the employee's selection time, and will be confirmed by VON in writing before March 30.

- (d) Vacations **during the period of June 1 to September 30** shall be granted in descending order of seniority to the point where operational requirements restrict the Employer from granting further vacation. After the requests of all employees for such 14 days have been addressed, additional vacation time may be granted during the period June 1 to September 30 on the basis of first come first served.
- (e) For vacation time off requests of 1 calendar week and longer during the period from October 1 to May 31 in each calendar year, the employee shall make request for vacation leave **before** July 1<sup>st</sup> and the VON shall respond in writing **before** September 1<sup>st</sup>. Vacations will be granted based upon seniority.
- (f) Vacation time off requests within the period October 1<sup>st</sup> of the year to May 31<sup>st</sup> of the following year that are submitted after the July 1<sup>st</sup> deadline shall be granted on a first come, first served basis and shall be confirmed by the VON within four (4) weeks following receipt of a request.
- (g) Confirmed vacation requests shall not be subject to change because of a subsequent conflicting request from a more senior employee.
- (h) Vacations will not normally be granted in the period December 20th through January 5<sup>th</sup> **but the Employer may consider requests**. Where the Employer determines that based on operational requirements, vacation requests can be granted they will be approved on the basis of seniority.
- (i) Vacation **requests**, 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.

### **15.05 Illness During Vacation**

If an employee 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 to the Employer's satisfaction by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and **their** vacation credit shall be restored to the extent of the sick leave.

### **15.06 Vacation Cancellation**

If an employee's vacation is approved and then cancelled by the Employer causing the employee to lose a monetary deposit on vacation accommodation and/or travel and providing the employee does everything reasonably possible to mitigate the loss, and providing the employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the employee for the monetary deposit.

### **15.07 Employee Compensation Upon Separation**

An employee, upon **their** separation from the Employer, shall be compensated for vacation leave to which **the employee** is entitled.

### **15.08 Employer Compensation Upon Separation**

If an employee has taken paid vacation leave to which **the employee** was not entitled the overpayment shall be deducted in full on the last pay cheque.

## **ARTICLE 16 - SICK LEAVE\***

### **16.01 Sick Leave Defined**

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave, shall be granted sick leave pay when unable to perform the duties of **their** position because of illness or injury, provided that the employee is not otherwise receiving pay for that day, provided that the employee satisfies the Employer of **their** condition, and provided that the employee has sufficient sick leave credits.

### **16.02 Amount of Sick Leave**

Paid sick leave credits shall accumulate at the rate of eleven and one-quarter (11.25) hours for each one hundred and sixty-three (163) regular hours paid (i.e. 1.5 days per month for full-time employees). The maximum accumulation of sick leave credits shall be nine hundred (900) hours.

### **16.03 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Upon written request and with reasonable notice, an employee will be provided with a statement of **the employee's** sick leave credits.

#### 16.04 Employee to Inform Employer

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

#### 16.05 Medical Certificate

- (a) An employee who is off sick may, in accordance with Article 16.01, be required to provide a medical certificate satisfactory to the Employer evidencing their inability to perform the duties of **their** position because of illness or injury.
- (b) Where an employee is required to submit medical reports (excluding medical certificates which may be required under Article 16.05 (a)), or where an examination is required, the Employer shall reimburse the employee for the full costs of any such examinations or medical reports.
- (c) Return to Work following absence due to illness or injury

Where an Employee has been absent from work for an extended and undefined period due to illness for physical or emotional reasons such absence must be supported by an attending physician report, the employee may be required to provide the VON with a medical clearance from the employee's attending physician prior to returning to active employment.

- (i) The medical clearance to return to work must be satisfactory to the Employer. Costs associated with the medical clearance shall be in accordance with Article 16.05 (b). If the statement clears the Employee to return to full duties it shall be provided to VON with as much advance notice of the date of return as is possible. The employer will reinsert the employee into the active schedule as soon as reasonably possible.
- (ii) All medical information received by VON shall be held in the strictest of confidentiality.

#### 16.06 Unpaid Sick Leave\*

An employee who is off sick beyond **the employee's** entitlement for sick leave, or long-term disability benefits or Employment Insurance sick benefits shall be considered to be on unpaid **sick** leave if **the employee** intends to return to work. The employee's circumstances shall be reviewed periodically for their ability to return to work.

## **ARTICLE 17 – EDUCATION\***

### **17.01 Education and Training\***

#### **(a) Required by Employer**

The Employer and the Union recognize that continuing education 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 suffer no loss of regular earnings for attendance at such program(s), and shall be reimbursed for registration, travel and accommodation costs. If training is on a scheduled day off, the employee will get another day off without pay to replace the day of training.

#### **(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 **Regional 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.

#### **(c) Notification of Training Programs**

The Employer shall endeavor to notify all employees about relevant educational training programs. The notice shall contain the name and dates of the courses and where further information can be obtained.

#### **(d) Leave for Examinations**

Subject to operational requirements, leave of absence without loss of regular earnings shall be granted to allow an employee to write examinations for courses required by the Employer.

### **17.02 Orientation**

New employees will be given an orientation to the Site as applicable and its policies and procedures.

### **17.03 Changes in Job Requirements**

If the Employer identifies additional training or education which it requires an employee(s) to complete to upgrade their qualifications, the employee(s) will be reimbursed by the Employer for related course expenses, travel and

accommodation costs, and will be provided leave of absence without loss of regular pay for the time required to complete the training and education.

**17.04\* The parties agree that the Employees EI rebate will be used for education for employees covered by this collective agreement.**

## **ARTICLE 18 - WORKERS' COMPENSATION**

### **18.01 Workers' Compensation**

Employees are covered by the Workers' Compensation Act.

## **ARTICLE 19 - WAGES AND CLASSIFICATIONS\***

### **19.01 Rates of Pay**

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

### **19.02 Biweekly payment of wages**

Wages shall be paid bi-weekly.

### **19.03 New Classification**

Should a new classification be created during the term of this Agreement, the Employer and the Union shall decide the rate of pay. Nothing herein shall prevent the Employer from employing personnel in the new classification until the new rate of pay is established. The rate of pay, once established, shall be retroactive to the date of commencement of work in the new position. If the parties are unable to agree, the dispute shall be submitted to arbitration.

### **19.04 Shift Premiums\***

An employee shall receive a shift premium of **\$1.85 per hour** in addition to the regular rate of pay for all hours worked between 6:00 p.m. and 6:00 a.m.

**Employees shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:**

- (a) Increase of fifteen (15) cents (\$0.15) effective the date of ratification of this Agreement; (\$2.00)**



- (b) Increase of fifteen (15) cents (\$0.15) effective April 1, 2020; (\$2.15)
- (c) Increase of twenty (20) cents (\$0.20) effective March 31, 2021. (\$2.35)

#### **19.05 Weekend Premiums\***

An employee shall receive a weekend premium of **\$1.85 per hour** in addition to the regular rate of pay for all hours worked between 12:01 am Saturday and 7:00 am Monday.

**Employees shall continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:**

- (a) Increase of fifteen (15) cents (\$0.15) effective the date of ratification of this Agreement; (\$2.00)
- (b) Increase of fifteen (15) cents (\$0.15) effective April 1, 2020; (\$2.15)
- (c) Increase of twenty (20) cents (\$0.20) effective March 31, 2021. (\$2.35)

#### **19.06 Retroactive Pay for Employees\***

Employees who were employed in the bargaining unit between April 1, **2015** and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase as set out in Appendix A.

### **ARTICLE 20 - LEAVE 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 **seventy-eight (78)** weeks.
- (b) A pregnant 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 **seventy-eight (78)** 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.
- (c) The Employer shall not terminate the employment of an employee because of the employee's pregnancy.

## **20.03 Pregnancy Leave - Employer Requirement**

The Employer may require a pregnant 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.

## **20.04 Pregnancy Sick Leave**

Leave for illness of an Employee arising out of or associated with a 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.

## 20.05 Pregnancy/Birth Allowance\*

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that **the employee** 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 **one (1) week** before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of **their** weekly rate of pay for each week of the **one (1) week** waiting period, less any other earnings received by the employee during the benefit period;
  
  - (ii) **Where the Employee has served the one (1) week waiting period in Article 20.05 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their 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 that period.**
  
  - (iii) 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 **their** 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 **their** classification on the date immediately preceding the commencement of **their** pregnancy leave. In the case of a Part-Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

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

## 20.06 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 **sixty-one (61)** 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 **seventy-eight (78)** 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 **seventy-eight (78)** 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 **seventy-eight (78)** 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 **seventy-eight (78)** weeks after the leave began.
- (d) **An employee who takes parental or adoption leave other than a parent who gave notice under Article 20.02 shall provide four (4) weeks notice in advance of the commencement of the leave. The Employer may accept less notice.**

#### **20.07 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 **the employee** 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 **one (1) week** before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of **their** weekly rate of pay for each week of the **one (1)** week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) **Where the Employee has served the one (1) week waiting period in Article 20.07 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their 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 that period; and**
  - (iii) **Up to a maximum of ten (10) additional weeks,**
    - a. **where the Employee is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Employee is eligible to receive and ninety-three per cent (93%) of the Employee's weekly rate of pay;**

- b. **where the Employee is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Employee would have been eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay;**
- (c) **For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to a Employee who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to a Employee who is taking a parental leave greater than thirty-five (35) weeks.**
- (d) 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 **their** 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 (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (e) 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.
- (f) The Employer will not reimburse the employee for any amount **the employee** is required to remit to Human Resources Development Canada where **their** annual income exceeds one and one-half (1 ½ ) times the maximum yearly insurable earnings under the Employment Insurance Act.

## **20.08 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.

## **20.09 Return to Work**

An employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks' notice of **their** 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.

#### **20.10 Service and Seniority Continuation**

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.

#### **20.11 Group Benefit Plan Continuation\***

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 the employee's shares of the premium costs for maintaining such coverage for which the employee is eligible during the period of leave. **The employee shall make arrangements for this prior to their approved leave.**

#### **20.12 Special Leave – Birth**

Where an 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 fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

#### **20.13 Special Leave - Adopted Child**

Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to an employee when an adopted child arrives in the employee's home. This leave may be divided into periods and granted on separate days.

#### **20.14 Court Leave**

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 supervision, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in a workplace related matter at any court where by law the employee is compelled to attend.
- (c) Any employee given leave of absence with pay pursuant to Article 20.14

(a) and Article 20.14 (b) shall have deducted from **their** salary an amount equal to the amount that the employee receives for such duty.

### **20.15 Leave of Absence**

The Employer, in any one year, may grant at its sole discretion to an employee:

- (a) leave without pay or benefits, for such a period as the Employer deems circumstances warrant.
- (b) leave with pay for reasons other than those covered under Articles 20.01 to 20.14 inclusive and, Articles 20.18 to 20.20 inclusive, and for such period as it deems circumstances warrant.

### **20.16 Education Leave**

Subject to operational requirements, unpaid leaves of absence for education purposes shall not be unreasonably denied.

### **20.17 Leave for Storm or Hazardous Conditions**

- (a) Time lost by an employee as a result of absence due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
  - i) where determined by the Employer to be operationally necessary made up by the employee at a time agreed upon by the Employer and the employee; or
  - ii) charged to the employee's accumulated vacation time, accumulated holiday time or accumulated overtime; or
  - iii) otherwise deemed to be leave without pay.
- (b) Employees shall notify their supervisor or the supervisor's designate prior to the start of their shift when they are unable to attend at the workplace due to storm conditions.
- (c) Client Services employees who are able to complete their work from home on storm days, may, provided there is no additional cost to the Employer, be approved by the Employer to work from their home.



## **20.18 Bereavement Leave\***

- (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 **scheduled shift** for that day.
- (b) If a death occurs in the immediate family as set out in Article 1.01(h) 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 except for the death of an employee's step-grandchildren or step-grandparents in which case 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 scheduled shifts not worked during the bereavement leave.
- (c) In the event of the death of anyone permanently residing in the employee's household or anyone with whom the employee permanently resides or for the death of 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.
- (d) 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.
- (e) In the event that the funeral for any of the persons listed in Articles 20.18 (b) or (c) does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.

## **20.19 Bereavement While on Leave of Absence for Vacation Time Off**

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 20.18 (a), (b) or (c), 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.

## 20.20 Sick Leave Medical/Dental; Family; Emergency\*

Employees with sufficient sick leave credits shall be allowed leave of absence without loss of regular pay for up to a total of thirty-seven and one-half (37.5) hours per fiscal year (pro-rated for Part-Time Employees based on regular hours paid) debited against sick leave credits in order to:

- (a) participate in appointments and medical services required for the employee's personal preventative medical or dental care. Employees shall **provide** their immediate supervisor **with at least seven (7) days notice to be eligible for this leave, except where the appointment was offered or required on short notice in which case, as much notice as possible shall be provided** the date of an appointment or service for personal medical, dental care and indicate the time off needed on the affected shift if the employee is scheduled to work. Such leave shall not be unreasonably denied. The employer may require proof of the need to be absent from work.
- (b) attend to the employee's own urgent personal matters limited to:
  - (i) **The Employee's own medical or dental health is at an immediate risk;**
  - (ii) Making the alternate care arrangements for a member of the employee's immediate family as defined in Article 1.01 who has become unexpectedly or suddenly ill or disabled and requires the employee's personal attention and where this could not be serviced by others or attended to by the employee outside of **their** assigned shifts;
  - (iii) a critical condition (fire, flood, or other natural disaster excluding adverse driving conditions) which requires the employee's personal attention which could not be serviced by others or attended to by the employee outside of **their** assigned shifts. The Employer may require verification of the condition claimed.
- (c) An employee **at least seven (7) days' notice to be eligible for this leave, except where the appointment was offered or required on short notice in which case, as much notice as possible shall be provided**, will be permitted to use up to fifteen (15) of the hours referred to here (pro-rated for Part-Time employee based on regular hours paid) to attend to Medical and Dental appointments for a child or spouse or parent or any other relative who permanently resides with the employee.

## **20.21 Domestic Violence Leave\***

**An Employee is entitled to a leave of absence for Domestic Violence in accordance with the provisions of the Nova Scotia *Labour Standards Code*.**

## **ARTICLE 21 – BENEFIT PLAN\***

### **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.

### **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.

### **21.03 Benefits While on Unpaid Leave\***

Employees on any unpaid leave may continue to participate in the benefit plans (other than the pension plan) but must pay both the employee and Employer share of the premiums for such benefits. **The Employee shall make arrangements for this prior to the employee's approved leave.**

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.01 Occupational Health and Safety Act**

The Employer **and employees shall comply with** the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7.

## **ARTICLE 23 - JOB POSTING**

### **23.01 Job Posting**

- (a) Where the Employer determines that a regular or temporary bargaining unit vacancy exists within a Site or a new bargaining unit position is created, the Employer shall post a notice of such new position or vacancy on all bulletin boards and by internal electronic mail.
- (b) The notice shall indicate:
  - (i) the classification of the position;

- (ii) the work unit and the location to which the position is regularly assigned;
  - (iii) whether the position is full-time or part-time.
- (c) In determining the successful candidate when filling a vacant or new position, seniority shall be the determining factor where two or more bargaining unit candidates are equal in skills, ability and qualifications to perform the required duties of the position.
- (d) The posting for a position shall be for a minimum of seven (7) days.

## **ARTICLE 24 – LAYOFF\***

### **24.01 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.

### **24.02 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).

### **24.03 Layoff in Reverse Order of Seniority Within Site and Classification Grouping\***

Employees shall be laid off in reverse order of seniority within their **Site and their** classification grouping or may accept voluntary layoff with notice to the Employer.

**In the event that an Employee is laid off in their classification grouping but there is a junior Employee in another classification grouping within their Site and the Employee has the skills and ability to perform the work the Employee can displace the junior Employee provided the Employee cannot displace into a higher paying classification grouping or a larger FTE.**

### **24.04 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.

## **24.05 Recall in Order of Seniority Within Site and Classification Grouping\***

- (a) Employees shall be recalled in reverse order of layoff within their **Site and their** classification grouping. Employees are responsible for maintaining their current contact phone number and address with the Employer.
- (b) Subject to Article 24.05 (a), employees on the recall list shall be given first option in order of seniority of filling any bargaining unit vacancy (-ies) outside their classification grouping, including casual vacancies, providing they possess the necessary qualifications, skills and abilities to perform the functions of the job concerned **and provided that the vacancy is not in a higher paying classification grouping or a higher FTE.** An employee who accepts casual work retains **their** employee status but such casual work shall not constitute a recall for the purposes of Article 24.07 (c).

## **24.06 No New Employees**

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

## **24.07 Loss of Seniority**

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns or retires;
- (c) the employee is laid off for more than twelve (12) months without recall.
- (d) the employee has been appointed to a position excluded from the bargaining unit for a period in excess of eighteen (18) months.

## **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 **their** employment, **the employee** shall forward a letter of resignation to their immediate supervisor not less than two (2)

weeks prior to the effective date of resignation, provided however that their immediate supervisor may accept a shorter period of notice. The supervisor will acknowledge by letter the receipt of the resignation within five (5) days.

## **ARTICLE 27 - TERM OF AGREEMENT\***

### **27.01 Duration and Renewal of Agreement\***

- (a) The term of this Agreement shall be from April 1, 2015 to March 31, 2021 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 date of its termination.
- (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.

### **27.02 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 of ratification provided VON receives written confirmation of the successful ratification.

### **27.03 Future Legislation**

- (a) 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.
- (b) Any part of this Agreement that is so altered or invalidated as per Article 27.03 (a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

**IN WITNESS WHEREOF** the parties have executed this Agreement in Halifax this

\_\_\_\_\_ day of \_\_\_\_\_ 2020.

VON for Canada - Nova Scotia Branch

Nova Scotia Government and General  
Employees Union

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## APPENDIX "A" - WAGE SCALES\*

			% Increase: 0.00%	% Increase: 0.00%	% Increase: 1.00%	% Increase: 1.50%
Classification		Expired Hourly Rate	Apr.01-15 Hourly Rate	Apr.01-16 Hourly Rate	Apr.01-17 Hourly Rate	Apr.01-18 Hourly Rate
<b>Client Service Associate (CSA)</b>	Start	\$17.8200	\$17.8200	\$17.8200	\$17.9982	\$18.2682
	After 6 months	\$18.3200	\$18.3200	\$18.3200	\$18.5032	\$18.7807
	After 18 months	\$18.8400	\$18.8400	\$18.8400	\$19.0284	\$19.3138
	After 30 months	\$19.3500	\$19.3500	\$19.3500	\$19.5435	\$19.8367
<b>Client Service Associate Team Lead (CSA +\$1.00)</b>	Start	\$18.8200	\$18.8200	\$18.8200	\$18.9982	\$19.2682
	After 6 months	\$19.3200	\$19.3200	\$19.3200	\$19.5032	\$19.7807
	After 18 months	\$19.8400	\$19.8400	\$19.8400	\$20.0284	\$20.3138
	After 30 months	\$20.3500	\$20.3500	\$20.3500	\$20.5435	\$20.8367

			% Increase: 0.50%	% Increase: 1.50%	% Increase: 0.50%	% Increase: 1.50%	% Increase: 0.50%
Classification		Mar.31-19 Hourly Rate	Apr.01-19 Hourly Rate	Mar.31-20 Hourly Rate	Apr.01-20 Hourly Rate	Mar.31-21 Hourly Rate	
<b>Client Service Associate (CSA)</b>	Start	\$18.3595	\$18.6349	\$18.7281	\$19.0090	\$19.1040	
	After 6 months	\$18.8746	\$19.1577	\$19.2535	\$19.5423	\$19.6400	
	After 18 months	\$19.4104	\$19.7016	\$19.8001	\$20.0971	\$20.1976	
	After 30 months	\$19.9359	\$20.2349	\$20.3361	\$20.6411	\$20.7443	
<b>Client Service Associate Team Lead (CSA +\$1.00)</b>	Start	\$19.3595	\$19.6349	\$19.7281	\$20.0090	\$20.1040	
	After 6 months	\$19.8746	\$20.1577	\$20.2535	\$20.5423	\$20.6400	
	After 18 months	\$20.4104	\$20.7016	\$20.8001	\$21.0971	\$21.1976	
	After 30 months	\$20.9359	\$21.2349	\$21.3361	\$21.6411	\$21.7443	



## **MEMORANDUM OF AGREEMENT**

**re: Committee to Discuss Scheduling Options\***

**Whereas the Union has identified a dissatisfaction with the non-weekend consecutive days off in the current schedule;**

**The parties agree that within 120 days of signing to create a Committee to discuss scheduling. The Committee will review existing schedules with the intention of discussing options and making recommendations to create schedules which would endeavor to allow more consecutive days off.**

**The Committee will be comprised of not more than 4 representatives each of the Union and Employer. Each party will bear the cost of its representative including time and travel to participate in the Committee.**