

**Union Proposals**  
**Tabled on**  
**October 23, 2018**  
**Collective Agreement**  
**between**  
**Nova Scotia Government & General**  
**Employees Union**  
**(Hereinafter referred to as the “Union”)**  
**and**  
**VON Canada Nova Scotia Branch**  
**(Hereinafter referred to as the “Employer”)**  
**(Locals 31, 35, 40, 85)**

Union proposed changes to the current Collective Agreement are indicated in “bold” type. Proposed deletions are indicated in “~~strikethrough~~” type.

The Union reserves the right to add to, delete, or amend these proposals.

## 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 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~~ **Site Service Area** other than the ~~Region Area~~ where she resides in which case the border of the ~~Geographic Region~~ **Site Service Area** 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~~ **Site Service Area**, preference will be given to the most senior employees in that ~~Geographic Region~~ **Site Service Area** 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~~ **Site Service Area**. **The Employer will provide at least 30 days notice to any employee being assigned into a new time frame.**

## 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'~~ **thirty (30) days** 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**

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~~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~~ 10.09 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 **ten (10) twelve (12)** hours for the day or eighty (80) hours in the biweekly period.

#### **~~10.11~~ 10.10 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 **email** 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.~~

#### **10.11 Client Cancellations – Casuals**

**When a casual employee is scheduled for a visit that gets canceled at the door, the employee will be compensated for fifteen (15) minutes of the cancelled visit time, travel time, and actual kilometrage incurred.**

## 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~~ **Site Service Area** 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 **thirty (30) days** ~~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.

- (c) **When an employee has volunteered (or has been assigned as the least senior employee) for an overnight shift and the shift is no longer required, the employee will be placed back into their original rotation. The required period of rest per article 10.14 (b) shall be applied.**

## 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~~ **email** prior to **the end of their shift** ~~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.
- (e) **Subject to Article 10.07 (a) and where operationally possible, a call back shall be offered to the bargaining unit and awarded to the most senior volunteer. However, if there are no volunteers VON will endeavour to assign the callback, on a rotational basis, to employees from the least senior seventy five (75) percent of employees scheduled to work on the day call back is needed. Staff can decline only once each rotation through the list due to extenuating circumstances (childcare, previous commitments, etc), however, they will be required to work the next time callback is required to be assigned.**

## **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** ~~10.17~~ Subject to operational considerations, the Employer will endeavour to maximize the number of full-time positions in the bargaining unit.

## **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 (**travel allowance**) per working day or at the rate of ~~forty two point eight seven (\$0.4287)~~ **(\$0.4415) forty four point one five cents** per km. This adjustment shall become payable effective **April 1, 2012** according to whichever method of reimbursement the employee has claimed.
- (b) **Travel allowance for employees is \$15.97. Employees will receive an automatic car allowance if they drive less than 36 km, any travel beyond 36km is paid by kilometre. The kilometer rate and travel allowance will be adjusted to match any increase in the provincial civil service rate (if the annual civil service rate is a decrease, the rate will stay unchanged until future increases surpasses that deficit).**
- (c) **Not withstanding 12.01(b), an employee may opt to receive payment exclusively by kilometre or travel allowance. To do so, they must provide the Employer with a written request stating their preference.**

~~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)~~(d) 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.
- ~~(e)~~(e) 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)~~(f) 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)~~(d) and ~~(e)~~(e)
- 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)~~(d) and ~~(e)~~(e) shall apply.
- ~~(e)~~(g) The employee shall submit travel expenses at the end of each **week work day**.
- ~~(f)~~(h) 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 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 | <b>12. Heritage Day</b> |

**and any additional public holidays proclaimed by the Federal, Provincial or Municipal governments.**

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 **November 15th** ~~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. **The Employer will respond to the Employees requests no later than December 15.**

- (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~~ **offered** 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 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 Article 10, 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 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) **and timesheet**, 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.~~

**Effective August 15, 2018 the premium rate will increase as follows:**

**Increased to two dollars (\$2.00) August 15, 2018**

**Increased to two dollars and fifteen cents (\$2.15) August 1, 2019**

**Increased to two dollars and thirty five cents (\$2.35) October 31, 2020**

#### **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.~~

**Effective August 15, 2018 the weekend premium will increase as follows:**

**Increased to two dollars (\$2.00) August 15, 2018**

**Increased to two dollars and fifteen cents (\$2.15) August 1, 2019**

**Increased to two dollars and thirty five cents (\$2.35) October 31, 2020**

#### **19.06 Mentoring of Students**

**A home support worker who is assigned to mentor a student or new employee, in accordance with the Agency's Mentoring Policy, will be paid a mentoring stipend of two (\$2.00) dollars for each hour the student/new employee is with the HSW.**

### **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 **seventy-eight (78)** ~~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 **seventy-eight (78)** ~~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)~~ **seventy-eight (78)** 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)~~ **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 ~~fifty-two (52)~~ **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 ~~fifty-two (52)~~ **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 ~~fifty-two (52)~~ **seventy-eight (78)** 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.~~

**It is the responsibility of the employee to make every reasonable effort to arrive at their work location as scheduled. However, during storm conditions, when such arrival is impossible, or delayed, an employee shall be paid for scheduled hours lost to a maximum of 24 hours per fiscal year. Time loss in excess of 24 hours will be deemed to be leave, and the employee has the option to:**

- (a) take the absent time as unpaid; or**
- (b) deduct the absent time from accumulated banked vacation, stat time, comp time or holiday credits; or**

- (c) **when the employee has no entitlement to accumulated paid leave, the employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.**

## 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~~ **working** 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. **Great grandparents**, 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~~ **working** 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.~~

**An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks, or in accordance with Labour Standards, to provide care or support to:**

- the spouse of the Employee,
- a child or step-child of the Employee,
- a child or step-child of the Employee's spouse,
- a parent or step-parent of the Employee,
- the spouse of a parent of the Employee,
- the sibling or step-sibling of the Employee,
- the grandparent or step-grandparent of the Employee,
- the grandchild or step-grandchild of the Employee,
- the guardian of the Employee,
- the ward of the Employee,
- a relative of the Employee permanently residing in the household of the Employee or with whom the Employee permanently resides,
- the father-in-law or mother-in-law of the Employee,
- the son-in-law or daughter-in-law of the Employee, or

- any other person defined as “family member” by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

Where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate. 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 request for leave.

The Employee may take up to a maximum of twenty eight (28) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week’s duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer’s share thereof, and the Employer shall process the documentation and payments as arranged.

## **20.20 Leave for Parent of a Critically Ill Child**

An Employee who has been employed by the Employer for a period of at least six (6) consecutive months of continuous employment and is the parent of a critically ill child is entitled to an unpaid leave of absence of up to thirty-seven (37) weeks to provide care for the critically ill child.

A "critically ill child" is a person under 18 years of age, on the day the leave begins, whose health has changed and whose life is at risk as a result of an illness or injury (as defined under the Employment Insurance Regulations).

A parent includes an adoptive parent, a person who has custody of the critically ill child, a guardian of the critically ill child or a person with whom the child is placed for purposes of adoption.

An Employee who intends to take this leave shall advise the Employer as soon as possible. In order to qualify for the leave an employee must provide the employer with a medical certificate issued from a "Specialist Medical Doctor", as defined under the Employment Insurance Regulations, stating that the child is critically ill or injured and requires the care or support of one or more of his or her parents.

The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

#### **20.21 Domestic Violence**

The Employer shall provide and the Union shall support a workplace policy on preventing and addressing domestic violence. This policy shall be made accessible to all employees.

Workers experiencing domestic violence shall be considered for paid leave in accordance with Article 16 and as outlined in the policy.

### **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 **emailed to employees.**

- (b) The posting shall indicate:
  - (i) the guarantee level and availability block for the position;
  - (ii) the ~~Geographic Region~~ **site service area**;
- (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 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.
- (d) 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.
- (e) **Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retro-activity.**

### **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.

## **APPENDIX "A" - HOME SUPPORT WAGE SCALES**

**Wages to be tabled at a later date.**

**Memorandum of Agreement #1  
Re: Pay in lieu of paid sick leave provisions under Article 16.01  
Update table of eligible employees**

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

**Memorandum of Settlement #4  
(remove)**

**Memorandum of Agreement #5  
Availability Block and unscheduled time  
(remove)**

**Memorandum of Agreement –Agreed Terms for Removal of One (1) Hour  
Availability  
(remove)**