

# **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”)**

**Expiry Date: March 31, 2023**

**(HOME SUPPORT WORKERS)**



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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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## PREAMBLE

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

## ARTICLE 1 – INTERPRETATIONS AND DEFINITIONS\*

### 1.01 Definitions\*

- 1)\* **“Agreement”** - means the Collective Agreement between VON for Canada - Nova Scotia Branch and the Nova Scotia Government and General Employees Union.
- 2)\* **“Bargaining unit”** - is the unit for collective bargaining described by the Labour Relations Board in Certification Order # 4232, 4233, 4234, 4235, 4417, 4465, 4470, and 5022 covering full-time, regular part-time, and casual employees of VON for Canada - Nova Scotia Branch whom the Nova Scotia Government and General Employees Union is the bargaining agent.
- 3)\* **“Casual Employee”** - means a person who is assigned on an ad hoc basis as required to perform work that could not be assigned in accordance with Article 10 including unforeseen client demands and deficiencies in the schedule. **Once a Casual Employee has accepted a shift, the Casual is obligated to work. Casual shifts can be cancelled by the Employer.**

**A Casual Employee shall receive an additional percentage (%) of her straight time pay in lieu of benefits (e.g. vacation, holidays, sick time, etc.) under this Collective Agreement. This shall be paid to the Casual with each bi-weekly pay. For Casuals who do not participate in the pension plan the percentage (%) in lieu will be 11% and for Casuals who do participate in the pension plan the percentage (%) in lieu will be 8%.**

The provisions of the Collective Agreement apply to a Casual employee, except where specifically excluded.

- 4)\* **“District” – A District is a work service area within the Site Service Area.**

- 5) **“Employee”** - means a person who is employed within the bargaining unit.
- 6)\* **“Employer”** – means VON **for** Canada - Nova Scotia Branch.
- 7)\* **“Extra Work or Extra Client Visits”** shall mean work or client visits outside of the employee’s **regularly scheduled work**.
- 8) **“Full-time Employee”** – is an employee who is regularly scheduled to work eighty (80) hours in each two (2) week pay period as indicated in Article 10.02. For the purposes of the VON Canada Pension Plan and Benefit Plans only, a full-time employee includes an employee who is regularly scheduled over a six-month period to work a minimum average of eighteen point seven five (18.75) hours per week.
- 9) **“Holiday”** - means 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article **14**.
- 10)\* **“Part-Time Employee”** – is an employee who is **regularly scheduled** in accordance with Article 10.03 and is scheduled to work less than eighty (80) hours in each two (2) week pay period. A Part-Time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year. **Part-time employees’ hours are indicated as a portion of the Full-time equivalent (FTE).**
- 11) **“Probationary period”** – means a period not to exceed six hundred and ninety (690) hours worked unless a longer period is mutually agreed upon between the Employer and the Union.
- 12) **“Regular Hours Paid”** - includes hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation credits converted to hours, paid holiday credits converted to hours and paid sick leave converted to hours, unpaid Union leave reimbursed by the Union as provided in Article 6, and any other paid leaves for which an employee is compensated by the Employer, but excludes hours paid by a third party (WCB, LTD, etc.). For purposes of benefit calculation hereunder, regular hours paid shall not exceed 2080 hours per annum.
- 13)\* **“Seniority”** - means the length of continuous employment dating from the most recent date of hire as an employee with the Employer.
- 14)\* **“Site Service Areas”** – means the service areas of the Employer divided into the following areas:

SSA1 – Annapolis Valley **Site** – Annapolis County/**Kings County**



SSA 2 – Colchester-East Hants **Site** – Colchester County/**East Hants County**

SSA 3 – Tri-County **Site** – Shelburne County

SSA 4 – Pictou **Site** – Pictou County

- 15)\* **“Spouse”** – means a legal marriage partner or a common-law spouse or a live-in partner who has been identified to the Employer in writing prior to the time the benefit is being sought or as required by third-party benefit plans.
- 16) **“Union”** – means the Nova Scotia Government and General Employees Union.
- 17) **“Union representative”** – means any person designated by the Union either on staff of the Nova Scotia Government and General Employees Union or a bargaining unit member.
- 18) **“Year of Service”** – means a continuous period of employment commencing from an employee’s date of hire and ending each successive year thereafter on the calendar day preceding their original calendar date of hire. Date of hire shall include date of hire as a Home Support Worker with any predecessor employer where employees were devolved to VON Home Support without a break in employment.

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

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit Recognition**

The Employer recognizes the Union as the bargaining agent for all full-time and regular part-time employees as described in Certification Orders L.R.B. 4232, 4233, 4234, 4235, 4417, 4465, 4470, and 5022 performing work as a home support worker.

### **2.02 Mutual Agreements**

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

## **ARTICLE 3 – UNION DUES – CHECKOFF\***

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

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

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

### **3.02 Notification of Deduction**

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

### **3.03 Remittance of Union Dues\***

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

### **3.04 Revenue Canada Tax Form**

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

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 Discrimination, Harassment and Workplace Safety**

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

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

- 1) discrimination contrary to the law or to this agreement;

- 2) harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public.

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

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

#### **4.02 No Discrimination for Union Activity**

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

### **ARTICLE 5 – MANAGEMENT RIGHTS**

#### **5.01 Management Rights**

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

### **ARTICLE 6 – UNION BUSINESS\***

#### **6.01 No Interference with Union Activity**

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

#### **6.02 Leave without Pay for Union Business**

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

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

Such permission will not be unreasonably withheld.

#### **6.03 Special Leave for Union Business\***

The Employer, provided not less than **thirty (30)** clear calendar days notice has been given in writing, may grant to an employee who has been appointed or elected to a position in the Union, or to a central labour organization to which it is affiliated, on a full-time basis, special leave, for a period of up to twelve (12) months or the remaining duration of this agreement, whichever is greater, without pay, benefits and without loss of seniority. The granting of such leave shall not be unreasonably denied.

#### **6.04 Continuation of Pay and Benefits**

If requested in writing by the Union, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6.02 or 6.03 and shall bill the Union, and the Union shall pay 120% of the employee's gross salary to cover the cost of benefits for the period of such leave within a reasonable period of time.

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

#### **6.05 Recognition, Rights and Duties of Stewards**

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

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

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

#### **6.06 No Loss of Service, Seniority or Benefits**

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

#### **6.07 Contract Negotiations**

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

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

#### **6.08 Employer and Union Shall Acquaint New Employees\***

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

VON Intranet link:

[https://oldsite15.von.ca/intranet/view\\_file.aspx?file=docs/Collective\\_Agreements/Eastern\\_Region/NSGEUHomeSupportMar312014.pdf](https://oldsite15.von.ca/intranet/view_file.aspx?file=docs/Collective_Agreements/Eastern_Region/NSGEUHomeSupportMar312014.pdf)

NSGEU Website link:

<https://nsgeu.ca/members/directory-of-locals/community/home-support/>

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION\***

### **7.01 Informal Dispute Resolution**

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

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

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

- (a) Step 1 - The employee and/or the Union representative shall present the grievance in writing, **electronically**, in person, or by fax to the employee's **Nurse Manager** with a copy to the **Labour Relations Officer** within twenty-five (25) days after the date of the Supervisor's response at the informal step as set out in Article 7.01. At the request of either party, the **Nurse Manager** shall arrange a meeting or teleconference to discuss the grievance. The employee shall have the right to have a steward or Union representative present at such a discussion. The **Nurse Manager** shall give a decision in writing to the employee and the Union within ten (10) days after the grievance has been filed.
- (b) Step 2 - If the dispute is not settled at Step 1, the grievor and/or the Union representative shall submit the grievance in writing **or electronically** to the **Senior Manager** or designate within ten (10) days of receipt by the Union of the Step 1 answer. At the request of either party, the **Senior Manager** or designate shall arrange a meeting or teleconference with the Union to discuss the grievance. The employee(s) shall have the right to have a steward or Union representative present at such a meeting. The **Senior**

**Manager** or designate shall give a decision in writing to the Union within ten (10) days after the grievance was submitted at Step 2.

- (c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the date the Union receives the Employer's response at Step 2.
- (d) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits for the initial filing of grievances under Article 7.02 (a) are mandatory. Other time limits established in this Article are directory.

### **7.03 Policy Grievance**

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

### **7.04 Sexual Harassment and Personal Harassment**

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

### **7.05 Referral to Arbitration\***

In the event that a grievance is submitted to arbitration, it shall be heard by an arbitrator agreed to by the parties. If the Employer and the Union fail to agree upon the appointment of the arbitrator within **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. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days of the hearing.

### **7.07 Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act, R.S. 1994, c.475. An arbitrator shall not alter, modify or amend any part of this Agreement, nor make a decision inconsistent with the provisions of this Agreement. As provided by Section 43 (1)(d) of the Trade Union Act, the

arbitrator in matters of discharge or discipline may substitute for the discharge or discipline any other penalty he deems just and reasonable.

#### **7.08 Arbitration Expenses**

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

### **ARTICLE 8 – DISCIPLINE AND DISCHARGE\***

#### **8.01 Entries to Files**

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

#### **8.02 Just Cause**

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

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

#### **8.03 Notification**

When an employee who has completed her probationary period is discharged, or suspended without pay, the Employer shall within ten (10) days notify the employee and the Union in writing by certified mail, or personal delivery stating the reason for the discharge or the suspension without pay. Grievances relating to dismissal and suspension shall be filed at Step 2 of the grievance procedure within twenty-five (25) week days of the Union receiving notice.

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

#### **8.04 Purging Files**

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



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

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

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

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

#### **8.06 Support for Rehabilitation**

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

#### **8.07 Disciplinary Record in Personnel File**

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

#### **8.08 Personnel File\***

An employee shall be entitled to review her personnel file in the office of the Employer, and in the presence of the Employer. Such request shall be given to the Employer at least **three (3) days** (excluding weekends and holidays) prior to such review.

## ARTICLE 9 – INFORMATION\*

### 9.01 Copies of Agreement

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

### 9.02 Letter of Appointment

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

### 9.03\* Seniority List

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

Employees shall have thirty (30) days after posting the list to question the accuracy of the list. The question shall be forwarded in writing **or electronically** to **Human Resources**, otherwise the list shall be deemed to be accurate. **Subject to the resolution of any questions raised within 30 days after posting**, the Employer shall be entitled to rely on the list as posted.

### 9.04 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal and sign on the review form indicating that its contents have been read. An employee shall receive a copy of the signed appraisal.

### 9.05 Union Communications\*

The employer agrees to permit the distribution of Union information related to regular union meetings, grievance matters related to the specific employee(s) directly involved in a grievance matter, and regular information to Shop Stewards through **employee's VON e-mail subject to compliance with the VON's email**

**policy.** The Employer shall provide bulletin board space at Site offices for the use of the Union.

#### **9.06 Employee Status\***

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

### **ARTICLE 10 - HOURS OF WORK\***

#### **10.01 Normal Hours of Work\***

The Employer operates a seven-days-per-week, twenty-four-hours-per-day operation, and, subject to other provisions herein, employees will be scheduled to meet the requirements of this operation **based on the Employee's designated Full-time equivalent (FTE).**

**Day, evening and night shifts will be part of the schedule as necessary to address operations. Evening and Night shifts will be distributed equitably in the schedule. The Employer will consider requests from Employees to work all or more Evening or Night shifts.**

**Shift lengths will be not less than four (4) hours or greater than twelve (12) hours in duration. Start time for shifts will be staggered as necessary to meet operational demands (e.g. 7, 7:30, 8)**

**Employees will be provided with a schedule in accordance with their designated FTE which may include Extra Hours in accordance with Article 10.10. Schedules will be subject to change to allow the Employer to meet operational needs.**

#### **10.02 Full Time Employees\***

Full Time Employees will be **regularly scheduled** eighty (80) hours per bi-weekly pay period.

**This provision is only applicable to a casual employee while in a Temporary Full-time Position.**

### 10.03 Part Time Employees\*

Part Time Employees will be **regularly scheduled** hours in accordance with their letter of **offer over the bi-weekly pay period and shall be less than the standard hours of work of a Full-time Employee as set out in Article 10.02.**

**This provision is only applicable to a casual employee while in a Temporary Part-time Position.**

### 10.04 Breaks

- (a) 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.
- (b) 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.
- (c) 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.

### 10.05 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.

### 10.06 Travel Time\*

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 **Site Service Area** other than the **Site Service Area** where she resides in which case the border of the **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.

## 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 four (4) Site Service Areas.**

Employees shall not normally be assigned to work in another Site Service Area unless **required to meet operational needs.**

- (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 **Client Service Associates**, and;
  - 2. accept alternate assignments
  - 3. with the Employer's approval, take the time not worked off without pay, or;
  - 4. with the Employer's approval, use **available Comp or Holiday** time for the time not worked.
- (c) Where the employee is not otherwise assigned sufficient hours of work required for a full shift the employee will check their **email or Celltrak**, or utilize any other method as determined by the VON for communicating directly for assignments at the start of their **shift**, at the end of each assignment as well as every thirty (30) minutes during each period of down time (excluding break).
- (d) **Employees will check their email and daily assignment prior to the ending of their shift.**
- (e) **No Employee may turn back or refuse a work assignment that would put them less than 15 minutes beyond the end of a regularly scheduled shift.**

## 10.08 Changes in Number Needed for Particular Start/Stop Times\*

"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 particular **start/stop times** in a **District**, preference will be given to

the most senior employees in that **District** 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 **District**. **The Employer will provide at least 2 weeks notice to any employee being assigned to a new start/stop time unless a shorter notice period is mutually agreed.**

#### **10.09 Weekend Assignments\***

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

**All Employees shall be normally scheduled to work weekends. Employees will be scheduled a minimum of every second weekend off, except where there is a mutual agreement between the Employer and Employee to work more weekends. Should the Employer be operationally able to schedule two (2) weekends off in three (3), employees will be scheduled based on seniority.**

#### **10.10 Part-Time Employee Availability for Extra Hours\***

Part time employees shall indicate to the Employer their willingness to be assigned to extra work beyond their **FTE**. 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 extra work, such events will be tracked by the Employer and may as a result alter or remove the employee from their indicated availability. **Extra availability may be reinstated upon the Employer being satisfied that the employee will be available.**

#### **10.11 Assignment of Extra Hours\***

**Extra hours will be assigned to part-time staff who have provided availability as per Article 10.10 provided that no overtime costs are incurred prior to extra hours being offered to Casuals.**

#### **10.12 Short Notice Extra Hours\***

**Extra hours that become available on short notice will be offered to Part-time and Casual employees provided that no overtime costs are incurred.**

#### **10.13 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 **time of cancellation**, indicate their availability to **the Client Service Associate** and accept alternate assignments **as per Article 10.07 (b)** or with the Employer's approval, take the time not worked off without pay or use **Comp or Holiday** time for the time not worked.
- (b) Where a client has not provided to VON and/or the employee a 24 hour advance notice of cancellation of the scheduled visit, the employee shall report such cancelled visit on their respective Report of Service.

#### **10.14 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.

#### **10.15 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. **unless mutually agreed otherwise by the Employer and the employee.**
- (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.

#### **10.16 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 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 on callback shall be compensated a minimum of four (4) hours at the straight time rate or at the overtime rate for the period worked, whichever is greater.

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

## **ARTICLE 11 – OVERTIME\***

### **11.01 Definitions\***

- (a) For a Full-time employee “overtime” means authorized work in excess of 14 minutes beyond a regularly scheduled shift in a day or eighty (80) hours per bi-weekly pay period.
- (a) For a Part-time employee “overtime” means authorized work in excess of 14 minutes beyond a regularly scheduled shift in a day (except where the Part-time employee has indicated a willingness to be assigned extra shifts) or eighty (80) hours per bi-weekly pay period.
- (b) For a Casual employee “overtime” means authorized work in excess of eighty (80) hours per bi-weekly pay period.
- (d) “time and one-half” means one and one half (1.5) times the straight time hourly rate for the employee as provided in Appendix “A”.

### **11.02 Overtime Compensation**

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

### **11.03 Overtime Eligibility\***

All overtime must be authorized by the **Nurse Manager** or delegate. **Any time worked that is less than fifteen (15) minutes at the end of a regular shift is not compensated time.**



#### **11.04 Overtime Allocation\***

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

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

#### **11.05 Overtime Bank\***

Overtime pay shall be paid out **in the bi-weekly pay period in which it is earned.**

**However, employees may choose to receive paid time off in lieu for overtime worked. Such time off shall occur at a time mutually agreed by the employee and the Employer. Employees may only accumulate banked overtime to a maximum of 40 hours in the bank.**

### **ARTICLE 12 – TRAVEL \***

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

- (a) **For travel in providing client services, an employee shall be paid at the provincial civil service rate per km. The employee will be paid for a minimum of 35 kilometres daily per working day.**
- (b) For purposes of Article 12, travel in providing client services includes travel between clients, travel for meetings (including staff meetings) with an employee (s) called by the Employer, and travel in excess of twelve (12) km daily from home to the first client and travel in excess of twelve (12) km daily from the last client of the day to home. For the sake of clarity in calculating travel km for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.

**The employee's home for the purpose of this article is the permanent address of the employee.**

- (c) 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).

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) shall apply.

- (d) The employee shall submit travel expenses at the end of each **work day**.
- (f) Travel reimbursement shall be paid every pay period.

## **12.02 Travel to Conferences, Training Courses and Meetings**

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

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

**12.03\*** Employees are required to have reliable transportation.

## **ARTICLE 13 – UNION-MANAGEMENT CONSULTATION COMMITTEE\***

### **13.01 Union-Management Consultation Committee\***

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

This Committee shall be comprised of the **Nurse Manager** and/or designates, and the Local Union President and other members of the bargaining unit as appointed or elected by the Local Union. The President of the Local Union and the **Nurse Manager** shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members. In no event shall either party have more than three persons in attendance at Committee meetings.

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

An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include problems concerning staffing, geographic districts or

regions, orientation, complaints re: workload, scheduling, transfers, reassignment, and difficulties created by short-term or long-term absences.

The Committee shall be responsible for:

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

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

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

### **13.02 Multi Site Labour Management Committee\***

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

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

The Employer will designate representatives to the Committee.

The Committee shall be responsible for:

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

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

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

## **ARTICLE 14 – HOLIDAYS\***

### **14.01 Holidays\***

Holidays are defined to be as follows:

- |                           |                         |
|---------------------------|-------------------------|
| 1. New Year's Day         | 7. Labour Day           |
| 2. Good Friday            | 8. Thanksgiving Day     |
| 3. Easter Monday          | 9. Remembrance Day      |
| 4. Victoria Day           | 10. Christmas Day       |
| 5. <b>July 1</b>          | 11. Boxing Day          |
| 6. First Monday in August | <b>12. Heritage Day</b> |

**Full-time, Part-time and Casual** employees who **work** 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.

**Holidays to be worked will be determined by the Employee's rotation subject to Article 14.04.**

### **14.02 Holiday Pay\***

**Full-time and Part-time Employees** shall receive holiday pay at the rate of **four point six one percent** of regular hours paid to a maximum of **ninety-six** hours in any one year.

### **14.03 Holiday Bank\***

- (a) **Earned holiday credits (stated in hours) shall be banked for Full-time and Part-time employees and be scheduled off at a time mutually agreed between the Employee and Employer.**
- (b) **A Full-time or Part-time Employee whose regularly scheduled day of work falls on a holiday, may request to take the holiday off. The Employee will put such requests in writing to the Employer by January 15<sup>th</sup> of each year. Requests received by January 15<sup>th</sup> will be granted in order of seniority. For employees within Site Service Area 1, seniority preferences will be within Annapolis County or Kings County. For employees within Site Service Area 2, seniority preferences will be within Colchester or East Hants County. The Employer will respond in writing by March 1<sup>st</sup>. Requests received after January 15<sup>th</sup> for Employees who are scheduled to work on a holiday will be granted based on a first come first serve basis.**
- (c) **Requests for vacations will be given priority to requests for Holidays.**

- (d) If client needs on a holiday result in fewer employees being required to work than were scheduled then such additional Holidays will be offered off in order of seniority.
- (e) The holiday bank shall not exceed a total of forty (40) hours. Any time in excess of forty (40) hours will be paid out.

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

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

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

**Full-time, Part-time, or Casual** 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.

### **ARTICLE 15 – VACATION\***

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

**Employees shall be entitled to receive annual vacation leave with pay. Paid vacation leave shall be earned on the basis of regular hours paid. Vacation credits shall accumulate to the employees on the following basis:**

- (a) each year during the first eight (8) calendar years of service at the rate of five point seven six nine per cent (5.769%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year; **(15 days)**
- (b) each year after eight (8) calendar years of service but less than fifteen (15) calendar years of service – at the rate of seven point six nine two per cent (7.692%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year; **(20 days)**
- (c) each year after fifteen (15) calendar years of service but less than twenty-five (25) calendar years of service at the rate of nine point six one five per cent (9.615%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year. **(25 days)**
- (d) each year after twenty-five (25) calendar years of service at the rate of eleven point five three eight percent (11.538 %) of regular hours paid to a

maximum of two thousand and eighty (2,080) regular hours paid per calendar year. **(30 days)**

- (e) **Part-time Employees will have their vacation leave entitlement pro-rated in accordance with their regular hours paid to a maximum of the Full-time entitlement.**
- (f) **This Article is not applicable to Casual Employees.**

#### **15.02 Vacation Scheduling\***

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

Employer shall reply to the request as soon as possible and within ten (10) calendar days of receipt of the request.

- (g) **If an Employee has unscheduled vacation days in excess of the carry over entitlement pursuant to Article 15.03 by October 1<sup>st</sup>, the Employer may after discussing with the employee, schedule the remaining vacation days in excess of the carry over entitlement. If, due to extenuating circumstances, there is an inability to schedule vacation, management may at its discretion approve a payout.**

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

**Except as otherwise provide in this Agreement, vacation leave for a period of not more than five (5) days / forty (40) hours may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the employee to the Employer not later than January 31<sup>st</sup> of each year in which the vacation is earned, provided however the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.**

#### **15.04 Employee Compensation Upon Separation**

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

#### **15.05 Unbroken Vacation\***

Subject to Article **15.02** (a), where operational requirements permit, the Employer shall make a reasonable effort to grant to an employee vacation in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) weeks of vacation during the period **June 1** to September 15.

Notwithstanding the above, requests for vacation in excess of two (2) weeks during the period **June 1** to September 15 may be granted if all other employees have had their vacation requests for the period **June 1** to September 15 approved. Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

#### **15.06 Illness During Vacation\***

If an **Employee** becomes ill during a period of vacation and **the** illness is for a period of three (3) or more consecutive days **during vacation**, and such illness is supported by a medical certificate from a legally qualified medical practitioner

on such form as the Employer may from time to time prescribe, the Employee will be granted sick leave and vacation credits restored to the extent of the sick leave.

The form is to be provided to the Employer immediately upon the return of the Employee. If the Employee does not have access to the Employer's form, the Employee shall provide the Occupational Health Specialist with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the Employee saw the physician;
- (b) the date the Employee became ill;
- (c) the nature of the illness; and
- (d) the duration, or the expected duration of the illness.

## **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 **regularly scheduled 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.

This provision is not applicable to a casual employee.

**(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.

Employees returning to work from approved sick leave shall be scheduled **within 7 calendar days**, even if it means reassigning client visits from the most junior employee(s).

**When an employee returns from a leave of absence or from extended sick leave, WCB, LTD, etc., without at least one (1) week advance notice (full health clearance one (1) week in advance of the return date may be required in appropriate circumstances) to the Employer, the Employer will make best efforts to fulfill the schedule of the employee during the one (1) week period following the receipt of the notice but will not be obligated to top-up the employee for hours not worked.**

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

“This provision is not applicable to a casual employee.”

- 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) **Except in emergency situations where shorter notice may be required, the employee must give at least one week notice to her Supervisor or designate for leave for personal preventative medical and dental care and reasonable notice to her Supervisor or delegated official for family illness leave.**
- iii) In the case of leave for family illness the leave is for the employee to provide for the temporary care of employee's immediate family and for reasonable time to make alternate care arrangements.
- iv) The Employer may require proof of the need for such leave as considered necessary.
- v) Leave for medical or dental appointments shall be limited to the time required to attend the appointment plus reasonable travel time.
- vi) Such leave shall be deducted from sick leave credits.

## **16.02 Employee Confidential Medical Information**

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

The Employer shall store such employee confidential medical information separately and allow access only to the persons who are directly involved in administering that information (i.e Occupational Health, Labour Relations)

## **ARTICLE 17 – EDUCATION AND TRAINING\***

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

- (a) Required by Employer

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

regular hours paid. Employees shall be reimbursed for Employer-approved registration, travel and accommodation costs.

(b) Discretionary

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

### **17.02 Changes in Job Requirements\***

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

### **17.03 Employees EI Rebate\***

**The parties agree that the Employees EI rebate will be used for education to improve safe practices.**

## **ARTICLE 18 – WORKERS’ COMPENSATION\***

### **18.01 Workers’ Compensation**

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

### **18.02 Workers’ Compensation Supplement and Benefits**

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

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

When the supplement is being paid, the Employer shall deduct from the employee’s accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee’s accumulated sick

leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

#### **18.03 Total income while on WCB**

It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits.

#### **18.04 Group Health and Group Life Benefit Plans while on WCB\***

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

**Arrangement for payments satisfactory to the Employer must be made in advance of leave and failure to do so will result in immediate cancellation of benefits.**

#### **18.05 Seniority while on WCB**

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

#### **18.06 Vacation credit accrual while on WCB**

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

#### **18.07 Exceptions\***

**Articles 18.02, 18.03, 18.04 and 18.06 do not apply to Casuals.**

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

#### **19.01 Rates of Pay**

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

## **19.02 Payment of Wages**

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

## **19.03 Acting Pay**

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

## **19.04 Evening Premiums\***

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

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

## **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.

**Employees shall continue to receive the hourly weekend 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 date of ratification of this agreement; (\$2.00 per hour);**

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

## **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)** 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)** 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 **one (1) week** before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for 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 20.06 (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 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.
- (f) **This article is not applicable to a Casual employee.**

## **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 **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 **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.

## **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 **one (1) week** before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her/his weekly rate of pay for 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 20.08 (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 (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 an 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 an Employee who is taking a parental leave greater than thirty-five (35) weeks.**

(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.
- (f) **This article is not applicable to a Casual employee.**

#### **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 **subject to eligibility provisions in the plan**. 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.

**Arrangement for payments satisfactory to the Employer must be made in advance of leave and failure to do so will result in immediate cancellation of benefits.**

**This article is not applicable to a Casual employee.**

#### **20.13 Special Leave - Birth\***

“This provision is not applicable to a casual employee.”

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.”

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

#### **20.15 Leave for Storms or Hazardous Conditions**

Time lost by an employee as a result of absence or lateness due to storm conditions or because of the conditions of public highways or because an employee finds it necessary to seek permission to leave prior to the end of their regular shift may be:

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

#### **20.16 Bereavement Leave\***

“This provision is not applicable to a casual employee **except 20.16 (a).**”

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

Immediate family of an employee is:

- **Spouse**
- **Father, step-father, father-in-law**
- **Mother, step-mother, mother-in-law**
- **Child, step-child, child for whom the employee is designated as legal guardian or a ward of the employee**
- **Brother, step-brother, brother-in-law**
- **Sister, step-sister, sister-in-law**
- **Grandparent or grandchild**
- **Relative permanently residing with the employee or with whom the employee permanently resides**

**The in-law and step-relative relationships referred to will only be considered immediate family where the relationship is current at the time of death.**

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

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

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

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

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

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

If an employee is on vacation 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."

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 **Senior Director of Labour Relations or Designate**, 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. **Arrangement for payments satisfactory to the Employer must be arranged in advance of leave and failure to do so will result in immediate cancellation of benefits.**

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

**Employees shall be granted Leave for Parent of a Critically Ill Child in accordance with the *Labour Standards Code* of Nova Scotia.**

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

**Employees shall be granted Domestic Violence Leave in accordance with the *Labour Standards Code* of Nova Scotia.**

### **ARTICLE 21 – BENEFIT PLANS\***

#### **21.01 Insurance Plan\***

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

#### **21.02 Pension Plan\***

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

## **ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY**

### **22.01 Occupational Health & Safety Act**

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

### **22.02 First-Aid Kits**

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

### **22.03 First-Aid and CPR Training**

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

## **ARTICLE 23 – JOB POSTING\***

### **23.01 Job Posting\***

- (a) Where the Employer decides that a new position or vacancy exists within the bargaining unit, and the Employer determines that the position is to be filled, a notice shall be posted on the VON website <http://www.von.ca/en/careers> .
- (b) The posting shall indicate **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. **Full-time and Part-time** employees shall be given preference in the selection process over casual employees regardless of seniority.



## ARTICLE 24 – LAYOFF\*

### 24.01 Exceptions

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

### 24.02 Layoff

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

### 24.03 Union Consultation

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

### 24.04 Layoff in Reverse Order of Seniority\*

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

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

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

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

#### **24.05 Notice of Layoff**

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

#### **24.06 Recall in Order of Seniority\***

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

#### **24.07 No New Employees\***

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

#### **24.08 Loss of Seniority**

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

- (a) the employee is discharged for just cause and not reinstated (no just cause required for probationary employees);
- b) the employee resigns in writing

- (c) the employee is absent from work or not available to work in excess of five (5) working days when scheduled or marked as available to work, without justifiable cause or without notifying the Employer, except where notification is impossible.
- (d) following recall from layoff, the employee fails to report for work;
- (e) the employee is laid off from work for more than one (1) year; or
- (f) the employee retires.

## **ARTICLE 25 - RE-OPENER**

### **25.01 Change in Agreement**

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

## **ARTICLE 26 - NOTICE OF RESIGNATION\***

### **26.01 Notice of Resignation\***

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

**Failure to return all VON equipment and property will result in withholding all monies owed, except those required by law to be paid.**

### **26.02 Withdrawal of Resignation**

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

## **ARTICLE 27 – PROTECTIVE CLOTHING AND UNIFORMS**

### **27.01 Provision of Protective Clothing**

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

## **27.02 Uniforms**

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

## **ARTICLE 28 – TERM OF AGREEMENT\***

### **28.01 Duration and Renewal\***

- (a) The term of this agreement shall be from April 1, **2015** to March 31, **2023** and thereafter, from year to year, unless or until either party gives notice in writing to bargain during the three (3) month period preceding the expiry date.
- (b) If any article in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this agreement shall remain in full force and effect for the remainder of the term.
- (c) **Former employees who have 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 retroactivity.**

### **28.02 Effective Date of Agreement**

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

## **ARTICLE 29 – SUCCESSOR RIGHTS**

### **29.01 Successor Rights**

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

- (a) The successor Employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and

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

## **ARTICLE 30 – NO STRIKE OR LOCKOUT**

### **30.01 No Strike nor Lockout**

During the term of this agreement:

- (a) There shall not be any cessation, retardation, slow down or stoppage of work for any reason by the employees or the Union;
- (b) The Employer shall not lock out its employees;
- (c) Nothing in this article shall be construed to conflict with the Trade Union Act (Nova Scotia).

**IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.**

VON for Canada - Nova Scotia Branch

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

		% Increase: 0.00%	% Increase: 0.00%	% Increase: 1.00%	% Increase: 1.50%	% Increase: 0.50%	% 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	Mar.31-19 Hourly Rate	Apr.01-19 Hourly Rate
Home Support Worker Probationary Rate	\$17.3482	\$17.3482	\$17.3482	\$17.5327	\$17.7957	\$17.8847	\$18.1530
Regular Rate	\$17.9482	\$17.9482	\$17.9482	\$18.1308	\$18.4028	\$18.4948	\$18.7722

		% Increase: 0.50%	Flexibility Pay Increase \$0.10	% Increase: 1.50%	Flexibility Pay Increase \$0.15	% Increase: 0.50%	% Increase: 1.50%	% Increase: 1.50%
Classification		Mar.31-20 Hourly Rate	Apr.01-20 Hourly Rate	Apr.01-20 Hourly Rate	Mar.31-21 Hourly Rate	Mar.31-21 Hourly Rate	Apr.01-21 Hourly Rate	Apr.01-22 Hourly Rate
Home Support Worker	Probationary Rate	\$18.2438	\$18.3438	\$18.6190	\$18.7690	\$18.8628	\$19.1457	\$19.4329
	Regular Rate	\$18.8661	\$18.9661	\$19.2506	\$19.4006	\$19.4976	\$19.7901	\$20.0870

**Note #1:** In the event that the unionized classification of Care Team Aides (CCA's) employed within the Health Authorities receive a greater general % for economic increase in the:

- Future agreement(s) of the Health Authorities during November 1, 2020 – October 31, 2021, NSGEU has the option of accepting the greater benefit but to be applied at the relative timing within the 7<sup>th</sup> year of the Home Support agreement April 1, 2021 – March 31, 2022; and/or
- Future agreement(s) of the Health Authorities during November 1, 2021 – October 31, 2022, NSGEU has the option of accepting the greater benefit but to be applied at the relative timing within the 8<sup>th</sup> year of the Home Support agreement April 1, 2022 – March 31, 2023.

*Example of "relative timing" referenced above: if % increase in effect for Health Authorities on November 1, 2020 then relative timing for % increase for Home Support is April 1, 2021, etc..*

**Note #2:** The parties had required a period of availability in which to schedule that was beyond the hours of a fixed shift and in recognition of the unique scheduling concerns in home support that was acknowledged through compensation in the form of availability pay in the amount of \$0.272 commencing April 1, 2009 and subject to economic increases which amount is reflected in Appendix A payable rate.

The parties have moved to regular scheduling but acknowledge that 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 may be required to accept visits that exceed the scheduled shift in accordance with Article 10.07 (e). In recognition of such requirements, each employee shall receive an additional \$0.10 per hour for all hours paid effective April 1, 2020 and another additional \$0.15 per hour for all hours paid effective March 31, 2021. Which are included in the pay scales above.

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**Note #3:** It is understood that the Employer has the right to place newly hired employees on the increment scale in accordance with their relevant experience.



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

**Purpose:**

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

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

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

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

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

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

- (g) Medical and Dental Appointments and Family Illness

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

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

**ANNAPOLIS VALLEY (eligible for sick bank payouts)**

<b><i>Employee #</i></b>	<b><i>Last Name</i></b>	<b><i>First Name</i></b>
11413	Armstrong	Stephanie
11437	Moore	Krista
11818	Boutilier	Sherry
12047	Mackinnon	Gladys
12203	Newcombe	Lisa
12227	Oickle	Joan
12316	Renouf	Deborah
12561	Wheelhouse	Tammy

**PICTOU COUNTY (eligible for sick bank payouts)**

<b><i>Employee #</i></b>	<b><i>Last Name</i></b>	<b><i>First Name</i></b>
11397	Baillie	Eva
11514	Burns	Monica
11538	Carter	Susan
11538	Cockcroft	Darlene
11620	DeGruchy	Rhonda
12164	Morrison	Bernadette
11824	Henderson	Patty
11927	Kontuk	Maralee
12265	Peters	Monica
12062	MacMaster	Isabel
12011	MacDonnell	Mary
12060	MacLeod	Jean
12254	Patterson	Angela
12326	Roberts	Beth
12458	Stuart	Lucy

**COLCHESTER EAST HANTS (eligible for sick bank payouts)**

<b><i>Employee #</i></b>	<b><i>Last Name</i></b>	<b><i>First Name</i></b>
11406	Barkhouse	Trudy
11425	Dean	Shelley
11439	Benvie	Jane
11488	Brenton	Kathy
12048	MacKinnon	Madonna
12107	Mattatall	Jennifer
11481	Bradley	Cynthia
11462	Boertjes	Melissa
11622	Delaney	Kathy
11724	Fraser	Donna
11922	Laffin	Heather
11939	Campbell	Vanessa
12078	MacRae	Glenda
12050	MacLean	Ardith
12104	Cameron	Cathy
12110	Matthews	Heather
12109	Matthews	Faye
12010	MacDonald	Ruth
12130	McLellan	Deborah
12128	McLearn	Marlene
12136	McNutt	Carvell
12237	O'Neill	Cynthia
12242	Pace	Susan
12288	Pye	Brenda
12335	Ferguson	Edda
12349	Rushton	Marlene
12348	Rushton	Marion
12365	Saunders	Corena
12385	Shearer	Susan
12391	Shortt	Cathy
12393	Sullivan	Nancy
12404	Slater	Linda
12419	Smith	Lucinda (Cindy)
12434	Starratt	Sandra
12537	Elliott	Tanya
12581	Willigar	Rhonda
12596	Woolley	Ruby
12598	Wright	Rose-Anne

IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.

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## **MEMORANDUM OF AGREEMENT #2**

### **Re: Night Assignments\***

The parties recognize the need to provide VON client services throughout the 24 hours of a day. It is further recognized that where client assignments require an employee to work throughout the night the following principles will apply in addition to the collective agreement:

- All employees will be offered the opportunity to work such available assignments (i.e. volunteer)
- Where there are more volunteers for a night assignments than required, the VON will award the assignment on the basis of seniority with due consideration to geographic location, client continuity and client preferences.
- Where there are insufficient volunteers for night assignments the VON will determine the employee to work in an equitable manner from employees available to work within the geographic location of the client assignment with due consideration to client continuity and client preferences.
- The VON will endeavor to provide as much advance notice as possible of night assignments and will not normally require an employee to work a night assignment with less than 24 hours advance notice.
- The VON will discuss night assignments with the Union at UMCC meetings and if there will be a regular or ongoing need for night assignments the parties may meet to explore staffing options.

IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.

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## **MEMORANDUM OF AGREEMENT #3**

### **Re: To Transition Existing Casuals\***

**Whereas the parties are transitioning Casuals to a percentage (%) in lieu entitlement they are agreed as follows:**

- Any Casual who takes a Regular position with 30 days of the date of signing will roll any existing banks (Holiday, Vacation, Sick) into the new position.**
- Effective date of signing all Casuals will receive 11% in lieu of all other benefits for all hours worked unless the Casual is enrolled in the Pension Plan.**
- Any Casual enrolled in the pension plan effective the date of signing will remain in the pension plan. Any Casual enrolled in the pension plan will receive 8% (instead of 11% in lieu of all other benefits for all hours worked).**
- After 30 days from the date of signing, all existing banks for vacation and Holiday will be paid out to any employee who remains a Casual.**
- Effective date of signing all sick time banks for employees who remain Casuals will be eliminated.**
- Any Casual enrolled in the extended benefits plan effective the date of signing will remain in the Benefit plan, subject to plan eligibility. Any newly hired Casual will not be entitled to opt into the Benefit plan.**



IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.

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## MEMORANDUM OF AGREEMENT #4

**Re: Grandfathering of Employees from the top “25% list” \***

VON agrees that it will provide the following arrangements for the employees who were on the top 25% list of each of the former 6 Site Service Areas effective date of ratification.

These arrangements are only applicable to the named employees.

The employees on this list will not be required to work night assignment unless they volunteer.

The employees on this list will not be regularly scheduled to work evening assignments unless they volunteer. However, 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 from the grandfathered top 25% list of the change in the evening assignments. Such changes will be done on a quarterly basis and with a minimum of two (2) weeks’ notice to the employees affected. Only the minimum number of employees required to meet the additional evening needs shall be affected and shall be assigned to work evenings in reverse order of seniority.

### **Annapolis Valley:**

#### **Annapolis**

<b>Employee</b>	<b>Seniority Date</b>
Hebb, Janet	10-May-85
Daniel, Ruth Anne	13-Jul-95
Kinsman, Jillian	18-Aug-95
Dempsey, Charlotte	26-Apr-96
Hartlen, Paulette	13-Jun-96
Hamm, William	04-May-98
Greene, Jacqueline	13-May-98
Frail, Tammy	13-May-98
Oickle, Rose	20-Sep-99
Sherman, Loretta	08-Feb-00
Moore, Krista	02-Feb-03
Wheelhouse, Tammy	21-Nov-04
Simms, Elizabeth	04-Aug-06
Armstrong, Stephanie	23-Feb-07
Doucet, Sally	20-Jun-07
Wood, Sandra	03-Jul-08
Taylor, Becky	17-May-10
Deschenes, Jackie	02-Jun-10
Keddy, Suzanne	08-Aug-11

**Kings**

<b>Employee</b>	<b>Seniority Date</b>
Meister, Ruth	08-Dec-89
Randall, Valerie	04-Jul-94
Stevens, Genie	13-Feb-95
Renderos, Julia	29-May-95
Cogswell, Crystal	10-Jul-95
Misner, Mary	31-Jul-95
Oliver, Audrey	24-Jan-96
Harvey, Mary-Anne	24-Jan-96
Joudrey, Velvet	29-May-96
Nichols, Carrie	30-Mar-98
Sabeau, Maggie	06-Apr-98
Atwater, Karen	29-Apr-98
Keddy, Sharrell	22-Dec-98
Wade, Kim	24-Dec-98
Ward, Cheryl	08-Jan-99
Robicheau, Tina	27-Mar-99
Draper, Joanne	27-Mar-99
Baxter, Lisa	28-Mar-99
MacDougall, Sarah Ann	01-Apr-99
Price, Amanda	14-Jun-99
Lewis, Joanne	08-Feb-00
LaChance, Vivianne	08-Feb-00
Keusch, Catherine	09-Feb-00
MacKinnon, Gladys	15-Mar-00
Sanford, Shannon	15-Jun-00
Scotney-Hudson, Susan	28-Feb-01
Ricketts, Karen	03-Oct-02
Oickle, Joan	17-Jul-03
Boutilier, Sherry	19-Aug-03
Renouf, Darlene	14-Dec-04
Newcombe, Lisa	14-Dec-04
Barker, Melanie	20-Feb-06
Spencer, Tanya	24-Mar-06
Attwell, Tammy	11-Jul-06
Stoddart, Mary Lynn	11-Jul-06
Shiers, Charmaine	20-Jun-07
Fowler, Patrick	20-Jun-07
Buffett, Pamela	28-Jun-07
Shiers, Amy	03-Oct-07
Reid, Sandra	30-Jan-08
Rafuse, Nicole	17-Jun-08
Fraser, Sara	12-Aug-08
Kirton, Susan	12-Aug-08
Keddy, Malinda	19-Jan-09
Levy, Angela	10-Jun-09
Corkum, Brenda	09-Dec-09

**Colchester East Hants:****Colchester**

<b>Employee</b>	<b>Seniority Date</b>
Fraser, Donna	10-Jul-95
O'Neill, Cynthia	16-Oct-95
Starratt, Sandra	22-Nov-95
Barkhouse, Trudy	05-Dec-95
Ferguson, Ruth	30-Jan-96
Matthews, Faye	30-Jan-96
Bradley, Cynthia	24-Apr-96
McLellan, Deborah	28-May-96
Rushton, Marion	31-May-96
Matthews, Heather	05-May-97
MacKinnon, Madonna	05-May-97
Rushton, Marlene	12-Aug-97
Thomson, Marianna	24-Oct-98
Willigar, Rhonda	16-Nov-98
MacDonald, Ruth	15-Apr-99
McNutt, Carvell	15-Apr-99
Elliott, Tanya	30-Jun-99
Pace, Susan	28-Jul-99
Smith, Lucinda	17-Nov-99
Benvie, Jane	17-Nov-99
Wright, Rose-Anne	08-Mar-00
Daye, Melissa	22-Jun-00
MacRae, Glenda	26-Jun-01
Dean, Shelley	14-Aug-01
Shearer, Susan	13-Dec-01
MacLean, Ardith	07-Mar-02
Saunders, Corena	07-Mar-02
Simm-McCord, Nancy	07-Mar-02
Delaney, Kathy	24-Aug-03
Brenton, Kathy	10-Jun-04
Boutilier, Jennifer	09-Oct-04
Pye, Brenda	09-Oct-04
Slater, Linda	27-Jan-05
Cameron, Cathy	08-Mar-05
Campbell, Vanessa	01-May-05
Shortt, Cathy	28-Oct-05
Crocker, Loyis	24-Mar-06
Bagnell, Donna	12-Apr-06
MacPhee, Julie*	29-Jun-06
Richards, Bonnie*	18-Oct-06
Maxner, Tashya	03-Jan-07

**Colchester East Hants:****Colchester**  
**(continued)**

<b>Employee</b>	<b>Seniority Date</b>
MacRae, Vicki	23-Apr-07
Rafuse, Michelle	28-Jun-07
Hiltz, Iona	28-Jun-07
Cormier, Corrina	30-Jul-07
MacRae, Jenny	11-Dec-07
Dawson, Connie	17-Mar-08
Roberts, Patti	17-Mar-08
O'Brien, Dianne	25-Jun-08
Rogers, Doreen*	26-Jun-08
Grue, Karen	07-Apr-09

**East Hants**

<b>Employee</b>	<b>Seniority Date</b>
Myles, Anita	26-Feb-90
Lake, Joy	15-Nov-93
Anthony, Kelly	21-Dec-94
Burns, Donna	18-Sep-95
Gaudet, Vanda	31-Oct-95
Boutilier, Tammie	09-Mar-98
Roy, Tina	18-Mar-98
Wagner, Heather	23-May-98
Harvey, Jaime	11-Dec-98
Fletcher, Karen	22-Mar-99
Harvey, Sharroll	27-Mar-99
Laffin, Heather	19-Jun-02
McLearn, Marlene	30-Nov-02

**Pictou Co.**

<b>Employee</b>	<b>Seniority Date</b>
Fraser, Tana	08-Aug-91
MacMaster, Isabel	14-Sep-91
Nichol, Janice	14-Aug-94
Carter, Susan	03-Jun-95
Henderson, Patty	21-Jun-95
Burns, Monica	13-Dec-95
Peters, Monica	04-Jan-96
Baillie, Eva	01-Oct-97
Morrison, Bernadette	22-Jun-98
Patterson, Angela	06-Jul-98
Kontuk, Maralee	08-Jun-99
DeGruchy, Rhonda	26-Jun-00
Stuart, Lucy	28-Oct-02
Roberts, Beth	03-Jun-03
Welsh, Jennifer	08-Oct-03
MacDonnell, MaryLou	08-Oct-03
MacLeod, Jean	18-Dec-03
Battist, Liz	23-Jan-06
Askeland, Joanne	20-Feb-06
Murphy, Holly*	20-Feb-06
Fraser, Jean	20-Feb-06
Jamieson, Estella	13-Jun-06
Fraser, Crystal	27-Jun-06
Hawboldt, Christina	27-Jun-06
McLeod, Shirley	21-Jun-07
Burry, Jolene	20-May-08
MacLeod, Lynda	20-May-08
Hansford, Jennifer	21-Jul-08
Kearley, Leslie	09-Dec-08
Dempsey, Janet	09-Jun-09
Johnson,Shauna-Rae	02-May-11
Wood, Norma	19-May-11
Fraser, Wanda	19-May-11
Crawford, Yvonne	27-May-11

**Shelburne**

<b>Employee</b>	<b>Seniority Date</b>
Taylor, Kathy	15-May-95
Strang Nickerson, Leah	21-Jul-95
Jeffery, Jean Marie	18-Dec-95
Stoddard, Josephine	06-May-98
Brannen, Rose	20-Apr-99
Crook, Sherry	07-May-99
Nickerson, Melissa	24-May-00
Jacklyn, Bridget	05-Jul-00
Currie, Marie	19-Dec-00
Brannen, Danielle	20 Feb. 06

IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.

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## **MEMORANDUM OF AGREEMENT #5**

**Re: Consultation\***

**The parties acknowledge that travel is a core component of the delivery of home support services. In the event that there are economic changes that impact the application of Article 12 – Travel, the parties are in agreement to meet to discuss options to mitigate the impact of any adverse changes.**

IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.

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## **MEMORANDUM OF AGREEMENT #6**

**Re: Options available to employees listed in Memorandum #1 (Pay in lieu of paid sick leave provisions under Article 16.01)\***

**The parties recognize that the employees currently listed in the Memorandum of Agreement # 1 (“MOA #1”) are entitled to receive pay in lieu of sick benefits in accordance with the provisions set out in MOA #1.**

**The parties further recognize that employees currently listed in MOA #1 accrue pay in lieu at the rate of three point five seven percent (3.57%) and that employees not listed in MOA #1 accrue and bank sick time in accordance with article 16.01 (c).**

**The parties agree that should an employee who is currently listed in MOA #1 wish to stop accruing pay in lieu of sick leave and begin accruing and banking sick time in accordance with article 16 they shall have the opportunity to either have their current pay in lieu of sick bank paid out to them, or have this bank converted to a sick bank.**

**If an employee chooses to end their entitlement to accrue pay in lieu and begin accruing paid sick leave as outlined above this will be a permanent decision and employees will not be able to change their entitlement in the future.**

**IN WITNESS WHEREOF the parties have executed this Agreement the 25<sup>th</sup> day of September, 2019.**

**VON for Canada - Nova Scotia Branch**

**Jeff Densmore  
Carol Curley**

**Nova Scotia Government and  
General Employees Union**

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Corry Mac Kinnon  
Vanessa Campbell  
Melissa Nickerson  
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