

COLLECTIVE AGREEMENT

between the

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

and

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

Client Services
**(CASELOAD PLANNERS and ADMINISTRATIVE
INTAKE SUPPORT WORKERS)**

Expiry Date: March 31, **2010**

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS	5
1.02 Gender	7
ARTICLE 2 - RECOGNITION	7
2.01 Bargaining Agent Recognition	7
2.02 Mutual Agreements	7
ARTICLE 3 - UNION DUES - CHECK OFF	7
3.01 Deduction of Union Dues.....	7
3.02 Notification of Deduction.....	7
3.03 Remittance of Union Dues.....	8
3.04 Revenue Canada Tax Form	8
3.05 Religious Exclusions	8
ARTICLE 4 - NO DISCRIMINATION	8
4.01 No Discrimination	8
4.02 No Discrimination for Union Activity or Political Belief	8
ARTICLE 5 - MANAGEMENT RIGHTS	8
5.01 Management Rights	8
5.02 Consistent Application	9
ARTICLE 6 - UNION BUSINESS	9
6.01 Leave Without Pay	9
6.02 Notification to Employer.....	10
6.03 Contract Negotiations.....	10
6.04 Recognition, Rights and Duties of Stewards	10
6.05 No Loss of Service, Seniority or Benefits	10
ARTICLE 7 - GRIEVANCE AND ARBITRATION	11
7.01 Informal Dispute Resolution	11
7.02 Grievance Procedure	11
7.03 Policy Grievance	12
7.04 Sexual Harassment and Personal Harassment.....	12
7.05 Referral to Arbitration	12
7.06 Arbitration Procedure	12
7.07 Arbitration Award.....	12
7.08 Arbitration Expenses	13
ARTICLE 8 - DISCIPLINE AND DISCHARGE	13
8.01 Entries to Files.....	13
8.02 Just Cause	13
8.03 Notification.....	13
8.04 Purging Files	13
8.05 Right to Have Steward Present	13
8.06 Support for Rehabilitation	14
ARTICLE 9 - INFORMATION	14
9.01 Copies of Agreement.....	14
9.02 Letter of Appointment	14
9.03 Seniority List.....	15
9.04 Personnel Files.....	15
9.05 Evaluation Reports	15
9.06 Bulletin Boards	15
9.07 Position Descriptions	15
ARTICLE 10 - HOURS OF WORK	16
10.01 Hours of Work	16
10.02 Full-time Employees	16
10.03 Part-time Employees	17

10.04	Schedule of Work Assignments.....	17
10.05	Exchange of Shifts	18
10.06	Minimum rest period	18
10.07	Weekend Scheduling	18
ARTICLE 11 - OVERTIME	19
11.01	Overtime Rate	19
11.02	Overtime Bank.....	19
11.03	No Layoff to Compensate for Overtime	19
11.04	Allocation and Notice of Overtime	19
11.05	Overtime Compensation for Part-time Employees	19
ARTICLE 12 – TRAVEL	20
12.01	(a) Reimbursement for travel.....	20
ARTICLE 13 – UNION-MANAGEMENT CONSULTATION COMMITTEE	20
13.01	Union-Management Consultation Committee.....	20
13.02	No Strike nor Lockout.....	21
ARTICLE 14 - PAID HOLIDAYS	22
14.01	Holidays.....	22
14.02	Holiday Pay	22
14.03	Assignment of Holidays	22
14.04	Christmas or New Year’s Day Off.....	23
14.05	Holiday Coinciding with a Day of Vacation	23
14.06	Exception.....	23
14.07	Compensation for Time Worked on a Holiday	23
ARTICLE 15 – VACATIONS	24
15.01	Vacation Entitlement	24
15.02	Vacation Year.....	24
15.03	Vacation Carryover.....	24
15.04	Vacation Scheduling.....	24
15.05	Illness During Vacation.....	26
15.06	Vacation Cancellation	26
15.07	Employee Compensation Upon Separation.....	26
15.08	Employer Compensation Upon Separation	26
ARTICLE 16 - SICK LEAVE	26
16.01	Sick Leave Defined	26
16.02	Amount of Sick Leave	27
16.03	Sick Leave Records	27
16.04	Employee to Inform Employer	27
16.05	Medical Certificate.....	27
16.06	Unpaid Sick Leave	27
ARTICLE 17 - EDUCATION	28
17.01	Education and Training	28
17.02	Orientation.....	28
17.03	Changes in Job Requirements	29
ARTICLE 18 - WORKERS' COMPENSATION	29
18.01	Workers’ Compensation	29
ARTICLE 19 - WAGES AND CLASSIFICATIONS	29
19.01	Rates of Pay.....	29
19.02	Biweekly payment of wages	29
19.03	New Classification	29
19.04	Shift Premiums.....	29
19.05	Weekend Premiums	30
19.06	Retroactive Pay for Employees	30
ARTICLE 20 - LEAVE OF ABSENCE	30

20.01	Pregnancy/Birth Leave	30
20.02	Pregnancy Leave Notice	31
20.03	Pregnancy Leave - Employer Requirement.....	31
20.04	Pregnancy Sick Leave.....	31
20.05	Pregnancy/Birth Allowance.....	32
20.06	Parental and Adoption Leave	33
20.07	Parental and Adoption Leave Allowance	33
20.08	Pregnancy/Birth and Parental and Adoption Leave Deferral	35
20.09	Return to Work	35
20.10	Service and Seniority Continuation	35
20.11	Group Benefit Plan Continuation	35
20.12	Special Leave - Birth	35
20.13	Special Leave - Adopted Child	36
20.14	Court Leave.....	36
20.15	Leave of Absence.....	36
20.16	Education Leave	36
20.17	Leave for Storm or Hazardous Conditions.....	37
20.18	Bereavement Leave	37
20.19	Bereavement While on Leave of Absence for Vacation Time Off.....	38
20.20	Sick Leave Medical/Dental; Family; Emergency.....	38
ARTICLE 21 – BENEFIT PLAN		39
21.01	Insurance Plan	39
21.02	Pension Plan	39
21.03	Benefits While on Unpaid Leave	40
ARTICLE 22 - HEALTH AND SAFETY.....		40
22.01	Occupational Health and Safety Act.....	40
ARTICLE 23 - JOB POSTING		40
23.01	Job Posting.....	40
ARTICLE 24 - LAYOFF.....		41
24.01	Layoff	41
24.02	Union Consultation	41
24.03	Layoff in Reverse Order of Seniority Within Classification Grouping.....	41
24.04	Notice of Layoff	41
24.05	Recall in Order of Seniority Within Classification Grouping	41
24.06	No New Employees.....	42
24.07	Loss of Seniority.....	42
ARTICLE 25 - RE-OPENER.....		42
25.01	Change in Agreement	42
ARTICLE 26 - NOTICE OF RESIGNATION.....		42
26.01	Notice of Resignation	42
ARTICLE 27 - TERM OF AGREEMENT		43
27.01	Duration and Renewal of Agreement	43
27.02	Effective Date of Agreement.....	43
27.03	Future Legislation.....	43
APPENDIX "A" - WAGE SCALES.....		45

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

1.01 Definitions

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

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

i) "Part-time employee" - means an employee who is hired to work less than seventy-five (75) hours in each bi-weekly pay period on a regular basis. A Part-Time employee shall receive the wage rate and applicable benefits on a pro-rata basis according to her paid hours of work, except as otherwise specified in the Collective Agreement. After ninety (90) days following the signing of this Collective Agreement, any casual employee who has worked or is consistently scheduled to work twenty or more hours per week in the preceding six (6) months shall become a part-time employee. The employee's status (i.e. percentage of full-time hours) will be determined at the time of the request and will be based on operational requirements).

j) "Probationary period" - a period not to exceed nine hundred and ten (910) hours worked. The period may be extended by mutual agreement between the Employer and the Union.

k) "Regular hours paid" includes hours paid by the Employer including paid holidays, paid vacation and paid sick leave (both expressed in paid hours), paid Union leave reimbursed by the Union as provided in Article 6.01 and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours other than the straight time hourly equivalent of the actual overtime hours worked, and hours paid by a third party including Worker's Compensation Benefits. In no event shall regular hours paid in any one year exceed 1950 hours.

l) "Seniority" – means the length of continuous employment dating from the last date of hire within the bargaining unit.

m) "Service"- means the length of continuous employment dating from the last date of hire with the Employer.

n) "Spouse" – means a legal marriage partner, common-law spouse or a live-in partner. This includes a same-sex partner for purposes of Bereavement Leave, Leave for Family Illness, and benefit plans which extend coverage to same-sex partners.

o) "Temporary Employee" is one who is hired for a term without the intention of becoming regular. Temporary employees shall be subject to the provisions of this Agreement, except that they shall not be entitled to accumulate seniority. If a Temporary Employee becomes a Regular Employee without a break in service, her employment and seniority date

shall be her first day of continuous employment as a Temporary Employee. If the employment of an employee appointed to a position on a temporary basis is to be terminated for reasons other than wilful misconduct or disobedience or neglect of duty, the Employer shall advise the employee in writing not less than five (5) days prior to the date of termination.

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

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

1.02 Gender

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

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent Recognition

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

2.02 Mutual Agreements

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

ARTICLE 3 - UNION DUES - CHECK OFF

3.01 Deduction of Union Dues

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

3.02 Notification of Deduction

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

3.03 Remittance of Union Dues

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

3.04 Revenue Canada Tax Form

For each employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

3.05 Religious Exclusions

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

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

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

4.02 No Discrimination for Union Activity or Political Belief

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage VON Canada Nova Scotia Branch under its control and to direct the workforce is vested exclusively with the Employer

except as specifically abridged or modified by the express provisions of this Agreement.

5.02 Consistent Application

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

ARTICLE 6 - UNION BUSINESS

6.01 Leave Without Pay

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

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

Such permission will not be unreasonably withheld. If requested by the Union in writing, the Employer shall continue to pay the gross salary of any employee who is granted leave under Article 6.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's gross salary and the Employer's costs of benefits for the period of such leave within a reasonable period of time.

6.02 Notification to Employer

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

6.03 Contract Negotiations

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

6.04 Recognition, Rights and Duties of Stewards

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. 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. 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.

6.05 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 6, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business where the Union reimburses the Employer the cost of such benefits pursuant to Article 6.01.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.01 Informal Dispute Resolution

Where an employee has a dispute of any nature (that is, any action or lack of action by the Employer that results in an employee feeling unjustly treated or otherwise aggrieved) that dispute may be discussed between the immediate supervisor and the employee or employees.

7.02 Grievance Procedure

A grievance is a dispute regarding the interpretation, application, operation, or alleged violation of this Agreement, or the dismissal or discipline of an employee covered by this Agreement. Should a grievance arise between the Employer and an employee covered by this Agreement the grievance will be resolved in the following manner:

- (a) Step 1 - The employee and/or the Union representative shall present the grievance in writing to the employee's immediate supervisor with a copy to the Director Human Resources within twenty-five (25) days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. At the request of either party, the immediate supervisor shall arrange a meeting or teleconference to discuss the grievance. The employee shall have the right to have a steward or Union representative present at such a discussion. The immediate supervisor shall give a decision in writing to the employee and the Union within ten (10) days after the grievance has been filed.
- (b) Step 2 - If the dispute is not settled at Step 1, the grievor and/or the Union representative shall submit the grievance in writing to the Director or designate within ten (10) days of receipt by the Union of the Step 1 answer. At the request of either party, the Director or designate shall arrange a meeting or teleconference with the Union to discuss the grievance. The employee(s) shall have the right to have a steward or Union representative present at such a meeting. The Director or designate shall give a decision in writing to the Union within ten (10) days after the grievance was submitted at Step 2.
- (c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the date the Union receives the Employer's response at Step 2.

- (d) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits for the initial filing of grievances under Article 7.02 (a) are mandatory. Other time limits established in this Article are directory.

7.03 Policy Grievance

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

7.04 Sexual Harassment and Personal Harassment

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

7.05 Referral to Arbitration

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

7.06 Arbitration Procedure

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

7.07 Arbitration Award

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

7.08 Arbitration Expenses

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

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 Entries to Files

Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the employee's personnel file without prior knowledge of the employee affected.

8.02 Just Cause

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

8.03 Notification

When an employee who has completed 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 fifteen (15) week days of the Union receiving notice.

8.04 Purging Files

Notice of any disciplinary action, other than formal employee appraisals, shall be removed from the employee's file after the expiration of three (3) years from the date it was issued, provided there has not been any further infractions.

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, the

supervisor shall notify the employee in advance of the subject of the meeting, in order that the employee may contact her steward or Union representative so that the employee can appropriately prepare for the meeting, provided this does not result in undue delay of the appropriate action being taken.

- (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 undue delay of the appropriate action being taken.

8.06 Support for Rehabilitation

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

ARTICLE 9 - INFORMATION

9.01 Copies of Agreement

The Employer agrees to supply copies of the Collective Agreement to:

- (a) each member of the bargaining unit;
- (b) new employees that may join the bargaining unit during the term of the collective agreement.

The Employer and the Union shall share equally the cost of printing such copies of the Agreement.

9.02 Letter of Appointment

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's classification, pay rate and employment status. The Employer shall provide a copy of this letter to the Union. The Employer agrees to provide new employees with a copy of the Collective Agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and stewards.

9.03 Seniority List

An updated seniority list shall be posted in the workplace on the next work day following January 31st each year. The Employer shall send a copy of this list to the Union. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

9.04 Personnel Files

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

9.05 Evaluation Reports

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

9.06 Bulletin Boards

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

9.07 Position Descriptions

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

ARTICLE 10 - HOURS OF WORK

10.01 Hours of Work

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

10.02 Full-time Employees

- (a) Hours of work for full-time employees shall consist of seventy-five (75) hours bi-weekly, normally in the form of ten (10) seven and one-half (7.5) hour shifts, or such other combination of ten (10) shifts as determined by mutual agreement between the Employer and an employee to make up the seventy-five hours. All such shifts shall be inclusive of one-half (1/2) hour in paid breaks. The daily breaks for such shifts shall be taken in the form of a one-half (1/2) unpaid hour meal break and two (2) fifteen (15) minute paid breaks.
- (b) Whenever possible, a full-time employee shall receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (c) No change in the present start and stop times for regularly scheduled shifts will occur until discussed with the affected employee(s) and the Union. The Union shall have the right to participate in the design of the new scheduling arrangement. In the event of a change in the scheduling arrangement, the Employer shall provide employees with sixty (60) calendar days' notice of the new scheduling arrangement.
- (d) Employees required to work such shifts shall, subject to operational requirements, be scheduled as equitably as possible under the scheduling arrangement. This does not preclude an employee from being continuously assigned to an evening shift at the employee's request where such continuing assignment is acceptable to the Employer.

10.03 Part-time Employees

- (a) Part-time employees shall, at minimum, be scheduled for the amount of hours bi-weekly outlined in their terms of employment letter. Subject to operational requirements, part-time employees may also be scheduled or assigned as required after the schedule is posted for up to seventy-five (75) hours bi-weekly.
- (b) Hours of work for part-time employees shall consist of up to seventy-five (75) hours bi-weekly, normally in the form of up to ten (10) seven and one-half hour shifts, or such other combination of up to ten (10) shifts as determined by mutual agreement between the Employer and an employee to make up the seventy-five (75) hours. All such shifts shall be inclusive of one-half (1/2) hour in paid breaks. The daily breaks for such shifts shall be taken in the form of a one-half (1/2) unpaid hour meal break and two (2) fifteen (15) minute paid breaks.
- (c) Whenever possible, a part-time employee shall receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (d) No change in the present start and stop times for regularly scheduled shifts will occur until discussed with the affected employee(s) and the Union. The Union shall have the right to participate in the design of the new scheduling arrangement. In the event of a change in the scheduling arrangement, the Employer shall provide employees with sixty (60) calendar days' notice of the new scheduling arrangement.
- (e) Employees required to work such shifts shall be scheduled as equitably as possible. This does not preclude an employee from being continuously assigned to an evening shift at the employee's request where such continuing assignment is acceptable to the Employer.

10.04 Schedule of Work Assignments

- a) Schedules shall be posted at least four (4) weeks in advance of the schedule to be worked.
- b) The schedule shall be for a minimum of four (4) weeks.
- c) The Employer will make every reasonable effort not to change the posted shifts. However, if the Employer changes the shift schedule

within twenty-four hours of the start time of a shift, the affected employee(s) with a shift changed shall be entitled to overtime compensation for the shift.

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

10.05 Exchange of Shifts

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

10.06 Minimum rest period

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

10.07 Weekend Scheduling

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

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

ARTICLE 11 - OVERTIME

11.01 Overtime Rate

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

11.02 Overtime Bank

Overtime pay shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on the employee's timesheet. Overtime banks in excess of seventy-five (75) hours may be paid out to the employee.

11.03 No Layoff to Compensate for Overtime

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

11.04 Allocation and Notice of Overtime

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

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

11.05 Overtime Compensation for Part-time Employees

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

ARTICLE 12 – TRAVEL

12.01 (a) Reimbursement for Travel

Where an employee uses a privately owned vehicle for travel on approved “work related matters an employee shall be paid at the rate of thirty-nine point eight seven (\$0.3987) cents per km. This adjustment shall become payable effective April 1, 2007 according to whichever method of reimbursement the employee has claimed effective from April 1, 2007 to the date of this provision.

Any changes to the Provincial Civil Service kilometre rate subsequent to April 1, 2007 shall be made to the kilometre rate hereunder.

Therefore effective April 1, 2008 the kilometre rate shall become \$0.4051/km. Effective April 1, 2009 the rate shall be further adjusted by (to be determined by the Provincial Civil Service).

If the Employer requires an employee to travel and the employee opts to travel by means other than their private vehicle the employee shall be reimbursed for the actual cost of the travel. Receipts shall be required.

ARTICLE 13 – UNION-MANAGEMENT CONSULTATION COMMITTEE

13.01 Union-Management Consultation Committee

The Employer and the Union agree to establish a Union-Management Consultation Committee within 60 days of the date of signing of this Agreement.

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

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, orientation, complaints re: workload, scheduling, transfers, re-assignment, 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 VON Canada Nova Scotia Branch.

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

13.02 No 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).

ARTICLE 14 - PAID HOLIDAYS

14.01 Holidays

Holidays are defined to be as follows:

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

14.02 Holiday Pay

(i) Full-Time Employees

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

(ii) Part-Time Employees

In lieu of the Holidays listed in 14.01 a part-time employee shall receive holiday pay at the rate of one hour for each twenty-three and one-half (23.5) regular hours paid to a maximum of eighty-three (83) hours in any one year.

14.03 Assignment of Holidays

- a) All employees are required to work at least four (4) holidays a year excluding New Year's Day and Christmas Day which are addressed under Article 14.04. This does not preclude an employee from requesting to work more than four (4) holidays.
- b) The Employer shall circulate a holiday list by January 15th to invite expressions of interest from employees. Employees shall indicate their preferred four (4) holidays by March 1.

- c) Where it is determined by the Employer that two or more employees have requested the same holiday, subject to operational requirements, preference in assigning the holiday shall be given to the employee with the greatest length of seniority.
- d) Where the Employer does not receive enough expressions of interest, any unassigned holidays shall, subject to operational requirements, be assigned by reverse order of seniority.
- e) Once the holiday assignments are determined for the year as set out in (b) if the employer requires additional employees to work such assignments shall occur for employees in the reverse order of seniority.
- f) If due to operational considerations it is possible to reduce the number of staff from those scheduled to work a holiday, the change shall be offered to the employees in the order of seniority.

14.04 Christmas or New Year's Day Off

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

14.05 Holiday Coinciding with a Day of Vacation

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

14.06 Exception

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

14.07 Compensation for Time Worked on a Holiday

An employee who is required to work on a holiday listed in Article 14.01 shall be paid at the rate of time and one-half (1 1/2) for each hour worked on the holiday.

ARTICLE 15 – VACATIONS

15.01 Vacation Entitlement

An employee shall accrue vacation pay on the following basis:

- (a) each year during the first eight (8) calendar years of service at the rate of five point seven six nine per cent (5.769%) of regular hours paid to a maximum of nineteen hundred and fifty (1950) regular hours paid per calendar year;
- (b) each year after eight (8) calendar years of service but less than fifteen (15) calendar years of service – at the rate of seven point six nine two per cent (7.692%) of regular hours paid to a maximum of nineteen hundred and fifty (1950) regular hours paid per calendar year;
- (c) each year after fifteen (15) calendar years of service at the rate of nine point six one five per cent (9.615%) of regular hours paid to a maximum of of nineteen hundred and fifty (1950) regular hours paid per calendar year.
- (d) each year after twenty-five (25) calendar years of service at the rate of eleven point five three eight percent (11.538 %) of regular hours paid to a maximum of nineteen hundred and fifty (1950) regular hours paid per calendar year.

15.02 Vacation Year

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

15.03 Vacation Carryover

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

15.04 Vacation Scheduling

- (a) Subject to operational requirements, the Employer shall make every reasonable effort to ensure that an employee's vacation request is approved.

- (b) For the period from June 1 to September 30 in each calendar year, employees shall make such requests in writing for up to fourteen (14) days vacation by March 31 and the VON shall respond in writing by April 30 indicating whether or not the employee's vacation request is authorized. If not approved, the employee shall submit a new request, but may ask that the original request be wait listed in case of future changes or cancellations which would enable the VON to grant the request. Vacations will be distributed as equitably as possible among employees. Where a conflict arises between the requested vacation period of two or more employees, the conflict will be resolved on the basis of seniority. Employees are entitled to at least fourteen (14) calendar days vacation between the period June 1 to September 30, at the discretion of the employee but in no event shall be granted in more than two seven (7) day periods. All employees requesting vacation time during the period June 1 to September 30 shall indicate their preference for up to fourteen (14) days which shall be granted in descending order of seniority to the point where operational requirements restrict the Employer from granting further vacation. After the requests of all employees for such 14 days have been addressed, additional vacation time may be granted during the period June 1 to September 30 on the basis of seniority.
- (c) In the regular scheduling of vacation time off (other than incidental single days or days scheduled at the request of the employee) the employer will normally not schedule the employee to work the weekend immediately previous or following their requested vacation, unless mutually agreed otherwise.
- (d) Requests for vacation leave for the period from October 1 to May 31 and requests made after April 30 for the summer period (June 1 to September 30) shall be subject to operational requirements and availability of replacement staff. Vacation requests shall be confirmed by the VON within three (3) weeks following the receipt of a request by an employee.
- (e) Confirmed vacation requests shall not be subject to change because of a subsequent conflicting request from a more senior employee.
- (f) Vacations will not normally be granted in the period December 20th through January 5th. Where the Employer determines that based on operational requirements, vacations will be permitted, they will be determined on the basis of seniority, with the most senior employee being granted the vacation request.

- (g) Where, before vacation requests are approved, a conflict exists between the requests of two or more employees, seniority shall govern.
- (h) 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.

15.05 Illness During Vacation

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

15.06 Vacation Cancellation

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

15.07 Employee Compensation Upon Separation

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

15.08 Employer Compensation Upon Separation

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

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

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

receiving pay for that day, provided that the employee satisfies the Employer of her condition, and provided that the employee has sufficient sick leave credits.

16.02 Amount of Sick Leave

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

16.03 Sick Leave Records

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

16.04 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.

16.05 Medical Certificate

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

16.06 Unpaid Sick Leave

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

ARTICLE 17 - EDUCATION

17.01 Education and Training

(a) Required by Employer

The Employer and the Union recognize that continuing education is of benefit to the Employer, employees and clients. Employees may be required to take advantage of continuing education (including in-service training). An employee required by the Employer to attend such continuing education (including in-service training) shall suffer no loss of regular earnings for attendance at such program(s), and shall be reimbursed for registration, travel and accommodation costs. If training is on a scheduled day off, the employee will get another day off without pay to replace the day of training.

(b) Discretionary

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

(c) Notification of Training Programs

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

(d) Leave for Examinations

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

17.02 Orientation

New employees will be given an orientation to the Corporate Services Centre (CSC) and its policies and procedures.

17.03 Changes in Job Requirements

If the Employer identifies additional training or education which it requires an employee(s) to complete to upgrade their qualifications, the employee(s) will be reimbursed by the Employer for related course expenses, travel and accommodation costs, and will be provided leave of absence without loss of regular pay for the time required to complete the training and education.

ARTICLE 18 - WORKERS' COMPENSATION

18.01 Workers' Compensation

Employees are covered by the Workers' Compensation Act.

ARTICLE 19 - WAGES AND CLASSIFICATIONS

19.01 Rates of Pay

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

19.02 Biweekly payment of wages

Wages shall be paid bi-weekly.

19.03 New Classification

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

19.04 Shift Premiums

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 6:00 p.m. and 6:00 a.m.

Effective on April 1, 2008 the premium shall be paid at the rate of \$0.50/hr. Thereafter and effective October 31, 2008 the premium rate shall become \$1.00/hr and then effective April 1, 2009 the rate shall be \$1.50/hr.

19.05 Weekend Premiums

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

Effective on April 1, 2008 the premium shall be paid at the rate of \$0.50/hr. Thereafter and effective October 31, 2008 the rate shall become \$1.00/hr and then effective April 1, 2009 the rate shall be \$1.50/hr.

19.06 Retroactive Pay for Employees

Employees who were employed in the bargaining unit between April 1, 2007 and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase as set out in Appendix A.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Pregnancy/Birth Leave

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

20.02 Pregnancy Leave Notice

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

20.03 Pregnancy Leave - Employer Requirement

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

20.04 Pregnancy Sick Leave

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

20.05 Pregnancy/Birth Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E. I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half ($\frac{1}{2}$) 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 (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the Employment Insurance Act.

20.06 Parental and Adoption Leave

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

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

20.07 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment

insurance (E. I.) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.

- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E. I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, 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 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

20.08 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

20.09 Return to Work

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

20.10 Service and Seniority Continuation

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

20.11 Group Benefit Plan Continuation

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

20.12 Special Leave - Birth

Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

20.13 Special Leave - Adopted Child

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

20.14 Court Leave

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in a workplace related matter at any court where by law the employee is compelled to attend.
- (c) Any employee given leave of absence with pay pursuant to Article 20.14 (a) and Article 20.14 (b) shall have deducted from her salary an amount equal to the amount that the employee receives for such duty.

20.15 Leave of Absence

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

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

20.16 Education Leave

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

20.17 Leave for Storm or Hazardous Conditions

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

20.18 Bereavement Leave

- (a) If a death occurs in the immediate family of an Employee when the Employee is at work, or scheduled to go to work, then the Employee shall be granted bereavement leave with pay for the remainder of the Employee's tour of duty for that day.
- (b) If a death occurs in the immediate family of an employee as set out in Article 1.01, the employee shall be granted five (5) consecutive days of bereavement leave (except as provided for in (c) and (d) below) 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.
- (c) In the event of a death of an employee's grandparents, grandchildren, 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 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 20.18 (b) or (c) does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.

20.19 Bereavement While on Leave of Absence for Vacation Time Off

If an employee is on leave of absence for vacation time off at the time of the bereavement of an immediate family member as defined in Article 20.18 (a), (b) or (c), the employee shall be granted bereavement leave without loss of regular pay or benefits based on their regular scheduled hours of work for that period had they not been on vacation and be credited the appropriate number of hours to the employee's vacation credits.

20.20 Sick Leave Medical/Dental; Family; Emergency

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

- (a) participate in appointments and medical services required for the employee's personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of the date of the appointment or service for personal medical, dental care and indicate the time off needed on the affected shift if the

employee is scheduled to work. Such leave shall not be unreasonably denied. The employer may require proof of the need to be absent from work.

- (b) attend to the employee's own urgent personal matters limited to:
 - (i) a medical or dental emergency situation requiring immediate medical or dental attention,
 - (ii) Making the alternate care arrangements for a member of the employee's immediate family as defined in Article 1.01 who has become unexpectedly or suddenly ill or disabled and requires the employee's personal attention and where this could not be serviced by others or attended to by the employee outside of his/her assigned shifts;
 - (iii) a critical condition (fire, flood, or other natural disaster excluding adverse driving conditions) which requires the employee's personal attention which could not be serviced by others or attended to by the employee outside of his/her assigned shifts. The Employer may require verification of the condition claimed.
- (c) An employee will be permitted to use up to fifteen (15) of the hours referred to here (pro-rated for Part-Time employee based on regular hours paid) to attend to Medical and Dental appointments for a child or spouse or parent or any other relative who permanently resides with the employee.

ARTICLE 21 – BENEFIT PLAN

21.01 Insurance Plan

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

21.02 Pension Plan

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

21.03 Benefits While on Unpaid Leave

Employees on any unpaid leave may continue to participate in the benefit plans (other than the pension plan) but must pay both the employee and Employer share of the premiums for such benefits.

ARTICLE 22 - HEALTH AND SAFETY

22.01 Occupational Health and Safety Act

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

ARTICLE 23 - JOB POSTING

23.01 Job Posting

- (a) Where the Employer determines that a regular or temporary bargaining unit vacancy exists or a new bargaining unit position is created, the Employer shall post a notice of such new position or vacancy on all bulletin boards and by internal electronic mail.
- (b) The notice shall indicate:
 - (i) the classification of the position;
 - (ii) the work unit and the location to which the position is regularly assigned;
 - (iii) whether the position is full-time or part-time.
- (c) In determining the successful candidate when filling a vacant or new position, seniority shall be the determining factor where two or more bargaining unit candidates are equal in skills, ability and qualifications to perform the required duties of the position.
- (d) The posting for a position shall be for a minimum of seven (7) days.

ARTICLE 24 - LAYOFF

24.01 Layoff

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

24.02 Union Consultation

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

24.03 Layoff in Reverse Order of Seniority Within Classification Grouping

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

24.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off.

24.05 Recall in Order of Seniority Within Classification Grouping

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

24.06 No New Employees

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

24.07 Loss of Seniority

An employee shall lose seniority in the event that:

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

ARTICLE 25 - RE-OPENER

25.01 Change in Agreement

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

ARTICLE 26 - NOTICE OF RESIGNATION

26.01 Notice of Resignation

If an employee desires to terminate her employment, she shall forward a letter of resignation to their immediate supervisor not less than two (2) weeks prior to the effective date of resignation, provided however that their immediate supervisor may accept a shorter period of notice. The supervisor will acknowledge by letter the receipt of the resignation within five (5) days.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration and Renewal of Agreement

- (a) The term of this Agreement shall be from April 1, 2007 to March 31, 2010 and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.
- (b) If any article in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this agreement shall remain in full force and effect for the remainder of the term.

27.02 Effective Date of Agreement

Except for Appendix "A" or as specifically provided otherwise in this Agreement, the terms and benefits of this Collective Agreement shall be effective from the date of ratification provided VON receives written confirmation of the successful ratification.

27.03 Future Legislation

- (a) If any Article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.
- (b) Any part of this Agreement that is so altered or invalidated as per Article 27.03 (a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement the 28th day of May, 2008.

VON Canada Nova Scotia Branch

Nova Scotia Government and
General Employees Union

John Gallinger
VP Eastern Region, Negotiator
Negotiator

Lorna Blair
ERO/Chief Negotiator

Barbara Farmer
Director Client Services

Nadine Skeard
Bargaining Committee

Todd Houston
Client Service Supervisor

Tammy Grinter
Bargaining Committee

Phil Veinotte
Director of Labour Relations

Joan Jessome
President, NSGEU

APPENDIX "A" - WAGE SCALES

CLP		start	6 mo	18 mo	30 mo
expired	-	14.90	15.32	15.74	16.17
07-Apr	2.90%	15.33	15.76	16.20	16.64
08-Apr	2.90%	15.78	16.22	16.67	17.12
09-Apr	2.90%	16.23	16.69	17.15	17.62
IS		start	6 mo	18 mo	30 mo
expired	-	12.79	13.37	13.98	+0.50
07-Apr	2.90%	13.16	13.76	14.39	NA
08-Apr	2.90%	13.54	14.16	14.80	15.30
09-Apr	2.90%	13.94	14.57	15.23	15.73