

COLLECTIVE AGREEMENT

between the

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

and

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

Expiry Date: March 31, 2010

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

- 9) **“Full-time Employee”** – is an employee who is regularly scheduled to work eighty (80) hours in each two (2) week pay period as indicated in Article 10.02. For the purposes of the VON Canada Pension Plan and Benefit Plans only, a full-time employee includes an employee who is regularly scheduled over a six-month period to work a minimum average of eighteen point seven five (18.75) hours per week.
- 10) **“Guarantee” or “guaranteed”** when used in reference to schedules and hours of work, means the minimum number of hours for which an employee is paid on a daily or biweekly basis, unless otherwise absent without pay.
- 11) **“Geographic Regions”** – means the service areas of the Employer divided into the following areas:
- Region 1 – Annapolis Valley Branch – Annapolis County
 - Region 2 – Annapolis Valley Branch – Kings County
 - Region 3 – Colchester-East Hants Branch – Colchester County
 - Region 4 - Colchester-East Hants Branch – Hants County (East Hants)
 - Region 5 – Tri-County – Shelburne County
 - Region 6 – Pictou Branch – Pictou County
- 12) **“Part-Time Employee”** – is an employee who is guaranteed hours in accordance with Article 10.03 and is scheduled to work less than eighty (80) hours in each two (2) week pay period as indicated in Article 10.03. A Part-Time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.
- 13) **“Holiday”** - means 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 13.
- 14) **"Probationary period"** – means a period not to exceed six hundred and ninety (690) hours worked unless a longer period is mutually agreed upon between the Employer and the Union.
- 15) **“Regular Hours Paid”** - includes hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation credits converted to hours, paid holiday credits converted to hours and paid sick leave converted to hours, unpaid Union leave reimbursed by the Union as provided in Article 6, and any other paid leaves for which an employee is compensated by the Employer, but excludes hours paid by a third party (WCB, LTD, etc.). For purposes of benefit calculation hereunder, regular hours paid shall not exceed 2080 hours per annum.

- 16) **“Seniority”** - means the length of continuous employment dating from the most recent date of hire as an employee with the Employer. Date of hire shall include date of hire as a home support worker with a predecessor employer.
- 17) **“Spouse”** – means a legal marriage partner or a common-law spouse or a live-in partner who has been identified to the Employer in writing at the time the benefit is being sought or as required by third-party benefit plans. This includes a same-sex partner for purposes of Bereavement Leave, Leave for Family Illness, and benefit plans which extend coverage to same-sex partners.
- 18) **“Union”** – means the Nova Scotia Government and General Employees Union.
- 19) **“Union representative”** – means any person designated by the Union either on staff of the Nova Scotia Government and General Employees Union or a bargaining unit member.
- 20) **“Year of Service”** – means a continuous period of employment commencing from an employee’s date of hire and ending each successive year thereafter on the calendar day preceding their original calendar date of hire. Date of hire shall include date of hire as a Home Support Worker with any predecessor employer where employees were devolved to VON Home Support without a break in employment.

1.02 Gender

Where the feminine gender is used it shall be read as including the masculine gender.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit Recognition

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

2.02 Mutual Agreements

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

ARTICLE 3 – UNION DUES – CHECKOFF

3.01 Deduction of Union Dues

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

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

3.02 Notification of Deduction

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

3.03 Remittance of Union Dues

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

3.04 Revenue Canada Tax Form

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

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination

The Parties agree that there shall be no discrimination as established by the N.S. Human Rights Act, S.N.S. 1991, c.12, as amended.

4.02 No Discrimination for Union Activity

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

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

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

ARTICLE 6 – UNION BUSINESS

6.01 No Interference with Union Activity

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

6.02 Leave without Pay for Union Business

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

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

Such permission will not be unreasonably withheld.

6.03 Special Leave for Union Business

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

6.04 Continuation of Pay and Benefits

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

6.05 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 branch) for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

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 a copy of the collective agreement.

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 Branch Director or designate within ten (10) days of receipt by the Union of the Step 1 answer. At the request of either party, the Branch 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 Branch Director or designate shall give a decision in writing to the Union within ten (10) days after the grievance was submitted at Step 2.
- (c) Step 3 - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the date the Union receives the Employer's response at Step 2.
- (d) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits for the initial filing of grievances under Article 7.02 (a) are mandatory. Other time limits established in this Article are directory.

7.03 Policy Grievance

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

7.04 Sexual Harassment and Personal Harassment

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

7.05 Referral to Arbitration

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

7.06 Arbitration Procedure

The arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be

handed down within a maximum of fourteen (14) days of the hearing.

7.07 Arbitration Award

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

7.08 Arbitration Expenses

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

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.01 Entries to Files

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

8.02 Just Cause

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause. 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 twenty-five (25) week days of the Union receiving notice.

8.04 Purging Files

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

8.05 Right to Have Steward Present

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

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

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

8.06 Support for Rehabilitation

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

8.07 Disciplinary Record in Personnel File

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

8.08 Personnel File

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

ARTICLE 9 – INFORMATION*

9.01 Copies of Agreement

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 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 annually thereafter by January 31 of each year. 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 in writing to the Director Human Resources, 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 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 through employees' drop-off/mail boxes. The Employer agrees to provide bulletin board space at Branch offices for the use of the Union.

9.06 Employee Availability*

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

ARTICLE 10 - HOURS OF WORK*

10.01 Normal Hours of Work*

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

- (a) The normal hours of work shall include;
- I. direct hours of client care,
 - II. paid breaks as per Article 10.01 (b),
 - III. travel time between clients,
 - IV. travel time as per Article 10.01 (c),
 - V. travel time and time spent at meetings called by the Employer. In calculating travel time for staff meetings and meetings with individual employee(s) called by the Employer, such a meeting is treated the same as a client visit.
 - VI. time spent in assigned tasks related to mentoring of students,
 - VII. fifteen (15) minutes per day of work for administrative tasks. Administrative tasks include, but are not limited to:
 - i. calls to/from the office for changes in clients/schedules,
 - ii. preparation of client reports,
 - iii. routine paperwork,
 - iv. reports (e.g. client event reports, progress notes, OH&S safety check reports
 - v. routine paperwork
- (b) An employee who works three (3) hours or more – but fewer than six and one-half (6.5) hours – on a day shall receive in addition to the hours worked one (1) fifteen (15) minute paid break. An employee who works six and one-half (6.5) or more hours on a day shall receive in addition to the hours worked two fifteen (15) minute paid breaks. An employee who works nine and one-half (9.5) or more hours on a day shall receive in addition to the hours worked three fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three in a day.

- (c) Travel time to and from assignments at the beginning and the end of the day is an expectation of the job and is not compensated except where an employee travels thirty (30) kilometres or more from home to the first assignment of the day or the employee travels thirty (30) kilometres or more from the last assignment of the day to home. This does not apply to an employee who chooses to work in a Geographic Region other than the Region where she resides in which case the border of the Geographic Region shall be considered her home.

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

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

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

10.02 Full Time Employees*

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

10.03 Part Time Employees*

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

for such employees shall include two (2) hours more per day than the number of the employee's guaranteed hours.

10.04 Changes to Employment Status*

- (a) An employee can indicate to the Employer in writing their interest in increasing or decreasing their employment status (i.e. full time/part time). Such requests shall be considered on the basis of operational requirements and offered in order of seniority subject to the senior candidate's ability to meet the requirements of the position.
- (b) Part time employees shall indicate to the Employer their willingness to be assigned to additional or extra work beyond their guaranteed hours and/or their availability block. Employees shall be classified as "available" or "not available" and changes to an employee's availability shall be made to the Employer in writing. Subject to operational requirements such a request shall not be unreasonably denied.

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

10.05 Changes in Number Needed for Particular Time Frame*

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

10.06 Assignment of Work*

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

Employees shall not normally be assigned to work in another Region unless required to fulfill the employee's guaranteed hours of work. In no event however, shall an employee be compelled to work further than twenty (20) kilometres outside their Geographic Region to fulfill the employee's guaranteed hours of work. Where there is mutual agreement

between the Employer and an employee, the Employer may assign the employee to work more than twenty (20) kilometres outside of their Geographic Region.

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

- (c) Where the employee is not otherwise assigned sufficient hours of work required for a full shift the employee will check their voice mail for assignments at the start of their availability block, at the end of each assignment as well as every thirty (30) minutes during each period of down time (excluding breaks).

10.07 Weekend Assignments*

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

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

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

- (b) In each Geographic Region, for all remaining employees the Employer will endeavour to provide two (2) weekends off in three (3), but will schedule a minimum of every second weekend off, except where there is mutual agreement between the Employer and an employee to work more weekends.

- (c) If a member of the bargaining unit that is offered the guarantee of two (2) weekends off in three (3) declines such offer, the offer will be extended to the most senior employee that is guaranteed every second weekend off.
- (d) Should fewer employees be required to work on a weekend than were scheduled then such additional weekend off shall be offered to employee's previously scheduled to work the weekend, in order of seniority. Such time not worked shall be without pay or at the employees discretion may choose comp time, vacation time or stat time for the time not worked.

10.08 Schedule of Client Assignments*

The Employer shall distribute (normally by fax) a notification to each HSW indicating their respective client or other assignments. This regular advance notification will be provided on Friday of each week for the following Tuesday, Wednesday and Thursday and on Tuesday of each week for Friday, Saturday, Sunday and Monday.

The schedule of client assignments will normally be forwarded to each HSW by 1800 hours.

10.09 Assignment of Available Hours on and Between Schedules*

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

10.10 Client Cancellations - Downtime*

- (a) Where there is a client cancellation the employee shall, at the earliest opportunity, indicate their availability to schedulers and accept alternate assignments including turnbacks, office work or with the Employer's approval, take the time not worked off without pay or use comp time, vacation or stat time for the time not worked. Where the employee is not otherwise scheduled for their full guaranteed hours the employee is expected to check their voice mail for assignments at the start of their availability block, at the end of each client visit as well as every thirty (30) minutes during each period of down time (excluding breaks).
- (b) When an employee is not given at least twenty-four hours notice of a cancellation of an Extra Client Visit, the Employer shall offer to replace the cancelled visit within twenty-four hours of the start of the cancelled visit time with an alternate assignment or pay the cancelled scheduled visit

time or cancelled part of a scheduled visit up to a maximum of two (2) hours, travel time if any, and actual kilometrage incurred. When an employee has a client visit cancelled during their approved period of availability for their guaranteed hours the employee shall be paid their actual kilometrage incurred.

- (c) An employee may choose to take leave without pay rather than accept an offer of an alternate assignment to replace a cancelled Extra Client Visit, and if she does so, or, if the Employer is unable to contact the employee because the employee fails to respond to a voice message left by the Employer in accordance with Article 10.10 (a), the Employer is not required to pay for the cancelled visit nor make any further effort to replace the cancelled hours. Alternate assignment(s) under this Article 10.10 shall not be considered as overtime.

10.11 Evening Assignments*

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

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

- (b) In each Geographic Region, for all remaining employees the Employer will endeavour to exclude as many employees as possible from evening assignments, provided that the rotation of evening assignments for all remaining employees remains reasonable. The Employer will discuss the number of additional employees to be given exemption from evening assignments with the Labour Management Committee in each Branch.

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

10.12 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.

10.13 Minimum Rest Period

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

10.14 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.

10.15 Callback Compensation*

- (a) A callback occurs where an employee reports back to work not previously scheduled after the employee leaves from their last client visit of the day or before her next regularly scheduled client assignment, and also occurs if an employee reports for work not previously scheduled on her day off.
- (b) A callback does not occur where the client assignment is continuous with the employee's regularly scheduled client assignments for the day or where the client assignment falls within approved extra or additional availability for Part Time employees, or where the client assignment is accepted by the employee during her regularly scheduled day even where the client assignment is not continuous with the employee's regularly scheduled client assignments for the day.
- (c) Employees are required to check their voice mail prior to leaving from the last scheduled client visit of the day.
- (d) Employees on callback shall be compensated a minimum of four (4) hours at the straight time rate or at the overtime rate for the period worked, whichever is greater.

10.16 Availability Pay*

Due to the unique nature of the home support industry, the need to travel between diverse client locations and to respond to last minute schedule changes, staff are required to be available for a period of unpaid time during each shift which often results in split shifts.

In recognition of such requirements, each employee shall receive effective April 1, 2007 an availability pay of twenty-six cents (\$0.26) per hour for all hours paid. This provision shall be adjusted on April 1, 2008 to twenty-six and one half cents (\$26.5) per hour for all hours paid and on April 1, 2009 the rate shall be twenty seven and one fifth cents (\$0.272) per hour for all hours paid.

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) “overtime” means authorized work in excess of twelve (12) hours in a day or eighty (80) hours per bi-weekly pay period.
- (b) “time and one-half” means one and one half (1.5) times the straight time hourly rate for the employee as provided in Appendix “A”.

11.02 Overtime Compensation

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

11.03 Overtime Eligibility

All overtime must be authorized by the Branch Director or delegate.

11.04 Overtime Allocation*

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

11.05 Overtime Bank

Overtime pay shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on

the employee's timesheet. Overtime banks in excess of eighty (80) hours may be paid out to the employee.

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

ARTICLE 12 – TRAVEL *

12.01 Reimbursement for Travel*

- (a) For travel in providing client services, an employee shall be paid either at a rate of \$13.00 per working day or 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. The daily rate shall be similarly adjusted by the percentage rate increase applied to the kilometer rate.

Therefore effective April 1, 2008 the kilometer rate shall become \$0.4051/km and the daily rate shall become \$13.20 per day. Effective April 1, 2009 the rates shall be further adjusted by (to be determined by the Provincial Civil Service).

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

border shall be considered her home for the purposes of Article 12.01 (b) and (c) .

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

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

12.02 Travel to Conferences, Training Courses and Meetings*

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

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

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

ARTICLE 13 – UNION-MANAGEMENT CONSULTATION COMMITTEE*

13.01 Union-Management Consultation Committee*

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

This Committee shall be comprised of the Branch 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 Branch Director shall alternate as Chairperson. Each party shall notify the other in writing of the names of their respective Committee members. In no event shall either party have more than three persons in attendance at Committee meetings.

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

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

The Committee shall be responsible for:

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

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

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

13.02 Multi Branch Labour Management Committee*

The Employer and the Union agree to maintain a Multi Branch 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 Branches covered under this Collective Agreement.

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

The Employer will designate representatives to the Committee.

The Committee shall be responsible for:

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

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

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

ARTICLE 14 – HOLIDAYS*

14.01 Holidays*

Holidays are defined to be as follows:

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

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

14.02 Holiday Pay

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

14.03 Holiday Pay Bank

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

14.04 Christmas or New Year's Day Off

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

14.05 Holiday Availability List*

- (a) Prior to January 15th of each year, employees shall notify the Employer in writing of a minimum of four (4) holidays (other than Christmas or New Year's Day which will be distributed equitably amongst all employees in accordance with Article 14.04) for which they are available to work. Employees may also indicate their availability to work on additional holidays. Subject to Article 10.04, the Employer shall schedule employees for holidays giving preference based on seniority.

- (b) If client needs on a holiday cannot be met by the employees under Article 14.05 (a) above, the Employer may assign such additional holiday client visits to employees in reverse order of seniority.
- (c) If a client needs on a holiday result in fewer employees being required to work than were designated, then such additional holidays off shall be assigned in order of seniority to employees who, pursuant to Article 14.05 (a) above, indicated a desire to be off on such holiday.
- (d) When an employee is scheduled off on a holiday which falls on a day the employee would normally work, such employee will have their guaranteed hours for the pay period in which the holiday falls reduced by the number of guaranteed hours applicable to that holiday. Employees who are not scheduled to work on a holiday may request, on their time sheet, to have the holiday paid out of their holiday pay bank.
- (e) When a holiday falls on an employee's day of rest, the Employer shall grant the holiday with pay, to be deducted from the employee's holiday pay bank, on another day mutually acceptable to the Employer and the employee.

14.06 Compensation for Time Worked on a Holiday*

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

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

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

ARTICLE 15 – VACATION*

15.01 Annual Vacation Entitlement*

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

- (a) each year during the first eight (8) calendar years of service, at the rate of fifteen (15) days per year;

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

15.02 Vacation Pay*

An employee shall accrue vacation pay on the following basis:

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

15.03 Other Vacation Entitlement

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

- (a) Where the employee is entitled to three (3) weeks of unpaid vacation leave vacation pay shall be calculated at the rate of five point seven six nine per cent (5.769%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year;

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

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

15.04 Vacation Pay Bank

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

15.05 Vacation Scheduling*

- (a) The Employer will make all reasonable efforts to accommodate the wishes of an employee for a leave of absence for vacation time off. The vacation year shall be April 1 to March 31 in each year. Employees are entitled to at least two (2) calendar weeks (i.e. Monday to Sunday) vacation between the period June 15 to September 15, which can be consecutive, at the discretion of the employee but in no event shall be granted in more than two seven (7) day periods.
- (b) The employee shall advise the Employer in writing of vacation preference by January 15th in each year.
- (c) Where the Employer determines that it is necessary to place a restriction on the number of employees on unpaid vacation leave within a Geographic Region at any one time, preference shall be given to employees with greatest length of seniority within that Geographic Region.
- (d) The Employer shall post the approved vacation schedule, and shall respond to each employee in writing regarding her vacation request no later than March 1st. Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

- (e) If a vacation preference is not approved, the employee may ask that the preference be wait-listed in case of future change(s) or cancellation(s), which would enable the Employer to grant the preferences.
- (f) The Employer shall grant requests for unpaid vacation leave made after January 15th subject to operational requirements on a first come first served basis. The Employer shall reply to the request as soon as possible and within ten (10) calendar days of receipt of the request.

15.06 Unpaid Vacation Leave Carryover

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

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

15.07 Employee Compensation Upon Separation

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

15.08 Unbroken Vacation

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

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

15.09 Illness During Vacation

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

ARTICLE 16 - SICK LEAVE

16.01 Standard Sick Leave

- (a) Employees covered by Article 16.01

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

- (b) Sick Leave Defined

Sick leave is an indemnity benefit and not an acquired right. Employees who are absent from work on approved sick leave, shall be granted sick leave pay when unable to perform the duties of her position because of illness or injury provided that the employee is not otherwise receiving pay for that day and provided that the employee has sufficient sick leave credits. Sick leave pay shall be equal to the amount that the employee was scheduled and would have been paid had she been able to perform the duties of her position. In the event that the employee's sick leave extends beyond the current schedule, sick leave pay shall be equal to the amount that the employee would have been paid based solely on her guaranteed hours pro-rated for the period of the sick leave.

- (c) Amount of Sick Leave

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

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

- (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.

(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

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

An employee is entitled to thirty-seven and one-half (37.5) hours of paid 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. Such leave shall be deducted from sick leave credits.

16.02 Medical Certificate

- (a) For all employees, the Employer reserves the right to require satisfactory medical certification and/or a prognosis of an employee's recovery as it relates to the employee's ability to perform the duties of their position and to provide regular and reasonable attendance at work.
- (b) Where an employee is required to submit detailed medical certificates or reports (excluding routine medical certificates which may be required under Article 16.02 (a), or where an examination is required, the Employer shall reimburse the employee for the full costs of any such examinations, medical certification forms, or reports.

ARTICLE 17 – EDUCATION AND TRAINING*

17.01 Education and Training

- (a) Required by Employer

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

(b) Discretionary

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

17.02 Changes in Job Requirements

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 CCA Certification*

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

ARTICLE 18 – WORKERS' COMPENSATION*

18.01 Workers' Compensation

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

18.02 Workers' Compensation Supplement and Benefits*

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

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

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

18.03 Total income while on WCB*

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

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

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

18.05 Seniority while on WCB*

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

18.06 Vacation credit accrual while on WCB*

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

ARTICLE 19 - WAGES AND CLASSIFICATIONS*

19.01 Rates of Pay

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

19.02 Payment of Wages*

Employees shall submit a regular weekly 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 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 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.

ARTICLE 20 - LEAVES OF ABSENCE*

20.01 Pregnancy/Birth Leave

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

- (e) Pregnancy leave shall end on such date as the employee determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

20.02 Pregnancy Leave Notice

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

20.03 No Termination of Employment

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

20.04 Pregnancy Leave – Employer Requirement

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

20.05 Pregnancy – Sick Leave

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

20.06 Pregnancy/Birth Leave Allowance

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

20.07 Parental and Adoption Leave

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

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

20.08 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) Benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.

- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the (S.E.B.) Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.

20.09 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

20.10 Return to Work

An employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of his or her intended date to return to work, or

such shorter period of notice as mutually agreed between the Employer and the employee. When a Regular employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Regular employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated, in a comparable position within the site.

20.11 Continuation of Service & Seniority

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

20.12 Continuation of Benefit Plans

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

20.13 Special Leave - Birth

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.

20.14 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.

20.15 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*

- (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, (i.e. spouse, father, mother, guardian, sister, brother, step-brother, step-sister, son, daughter, step-parent, step child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a relative permanently residing with the employee or with whom the employee permanently resides; and a father, mother, son or daughter of a spouse, or a person for whom the employee is a Guardian) 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.
- (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 20.18 (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.

- (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

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

20.18 Court Leave

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

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

20.19 Compassionate Care Leave

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

ARTICLE 21 – BENEFIT PLANS

21.01 Insurance Plan

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

and employee shall continue with the cost-share formula in place at the date of signing except that the cost sharing of the group health plan (excluding dental plan) shall change from fifty (50%) Employer paid and fifty (50%) employee paid to sixty-five per cent (65%) Employer paid and thirty-five per cent (35%) employee paid.

21.02 Pension Plan

Pension Plan benefits and coverage shall be available to regular employees in accordance with the eligibility criteria of the VON National Plan and the Employer and employee shall continue with the cost-share formula in place at the date of signing.

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 Employer's toll free job line.
- (b) The posting shall indicate:
 - (i) the guarantee level and availability block for the position;
 - (ii) the Geographic Region;

- (c) A vacant position in accordance with this provision shall be posted for a minimum of seven (7) calendar days.

23.02 Casual Employees

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

23.03 Filling Vacancies

In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position.

ARTICLE 24 – LAYOFF

24.01 Exceptions

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

24.02 Layoff

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

24.03 Union Consultation

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

24.04 Layoff in Reverse Order of Seniority

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

- (a) An employee in receipt of a layoff notice may:
 - (i) accept a vacancy in an adjoining Geographic Region; or, if there is no such vacancy,
 - (ii) displace the least senior employee in an adjoining Geographic Region who is less senior, or accept a vacancy in any Geographic

Region; or, where there is no such less senior employee or no such vacancy,

- (iii) displace the least senior employee in any Geographic Region who is less senior than the employee in receipt of the layoff notice, or where the employee is the most junior in the bargaining unit,
- (iv) accept available work in any Geographic Region.

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

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

24.05 Notice of Layoff

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

24.06 Recall in Order of Seniority

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

24.07 No New Employees

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

24.08 Loss of Seniority

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

- (a) the employee is discharged for just cause and not reinstated (no just cause required for probationary employees);
- (b) the employee resigns;
- (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 Branch Director not less than two (2) weeks prior to the effective date of termination, provided however that the Branch Director may accept a shorter period of notice.

26.02 Withdrawal of Resignation

An employee who has terminated her employment through resignation may withdraw her resignation in writing within two (2) working days of the time it was received by the Branch Director 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, 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 expiry date.
- (b) If any article in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this agreement shall remain in full force and effect for the remainder of the term.

28.02 Effective Date of Agreement*

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

ARTICLE 29 – SUCCESSOR RIGHTS

29.01 Successor Rights

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

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

ARTICLE 30 – NO STRIKE OR LOCKOUT

30.01 No Strike nor Lockout

During the term of this agreement:

- (a) There shall not be any cessation, retardation, slow down or stoppage of work for any reason by the employees or the Union;
- (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 ____ day of _____, 2008.

VON Canada Nova Scotia Branch

Nova Scotia Government and
General Employees Union

John Gallinger, V-P, VON

Joan Jessome, President-NSGEU

Cindy Millar, HR-VON

Audrey Power, President, Local 31

Barb Farmer

Pauline Oldford, President, Local 35

Phil Veinotte, Chief Negotiator-VON

Anne Harris, President, Local 40

Linda Crook, President, Local 85

Mike Conrad, Chief Negotiator-NSGEU

APPENDIX "A" - HOME SUPPORT WORKER WAGE SCALES*

Probationary rate:

April 1, 2007 - \$14.66

April 1, 2008 - \$15.09

April 1, 2009 - \$15.53

Regular rate:

April 1, 2007 - \$15.18

April 1, 2008 - \$15.62

April 1, 2009 - \$16.07

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

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

Purpose:

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

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

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

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

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

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

- (g) Medical and Dental Appointments and Family Illness

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

VON CANADA – ERCC
 EMPLOYEE PROFILES BY BRANCH - SICK BANK ACCRUALS (PAYOUT)
 EMPLOYEE CLASS – HSW

ANNAPOLIS (eligible for sick bank payouts)

BAR015	Barteaux	Stephanie
BRE005	Brennan	Janis
GRA012	Graves	Sarah
HAZ001	Hazelton	Sherry
MOO001	Bent	Krista
NEW003	Newcombe	Lisa
OIC003	Oickle	Joan
PRI001	MacKinnon	Gladys
RED002	Redden	Kimberly
REN004	Renouf	D
RIC008	Richard	Laurinda
VID002	Vidito	Roberta
WHE002	Wheelhouse	Tammy

PICTOU (eligible for sick bank payouts)

BAI004	Baillie	Eva
BAR008	MacKinnon	Madonna

BEL003	Bell	Angela
BUR007	Burns	Monica
CAM002	Cameron	Donna
CAM003	Cameron	Sharon
CAR005	Carter	Susan
COC002	Cockcroft	Darlene
DEG001	DeGruchy	Rhonda
DUC001	Wells	Camilla
FRA012	Fraser	Melissa
FRA014	Brenton	Kathy
GRE004	Morrison	Bernadette
HAL005	Higgins	Sara
HEN003	Henderson	Patty
HOL001	Holland	Audrey
HOR004	Horne	Lorrie
JOH006	Peters	Monica
JOU002	Joudrey	M
MAC012	Holwell	Ronda
MAC021	MacEachern	Rose
MAC022	Leil	Beverly
MAC024	MacLeod	Alma
MAC025	MacMaster	Isabel
MAC060	Landry	Angela
MAC062	MacDonnell	Mary
MAC071	MacLaren	Sheila
MAC085	MacLeod	Jean
MAR014	Martin	Dianne
MIL010	Miller	Joanne
OLA001	O'Laney	Marjorie
OLI002	Oliver	Judy
PAT004	Patterson	Angela
ROB010	Roberts	Beth
SMI019	Smith	Irene
STU003	Stuart	Lucy
TRE002	Fraser	Tina
WEL003	Welsh	Jennifer
WOR001	Scanlan	Bette

CEH (eligible for sick bank payouts)

ADA001	Adams	Marilyn
BAI005	Baillie	Tracy
BAR006	Bartlett	Sandra
BAR007	Barkhouse	Trudy
BED003	Bedecki	Shelley
BEN003	Benzie	Jane

BLA003	Blair	Bonnee
BLA004	Black	Krista
BLA009	Dalrymple	Suzanne
BOU010	Mattatall	Jennifer
BRA002	Bradley	Cynthia
BRY004	Bryanton	Barbara
BUR004	Burgess	Patricia
BUS001	Bushie	Carol
CHA002	Chapman	Barbara
CLA004	Clark	Janice
CRA003	Craig	Donna
DAV005	Davis	Ann
DAY002	Boertjes	Melissa
DEC003	DeCoste	Bonita
DEL001	Delaney	Kathy
DIL003	Dillman	Janette
DOD001	Dodsworth	Grace
DUF003	Duffy	Erin
DUN006	Dunphy	Jennifer
DYK002	Dykens	Linda
EAG001	Eagles	Joyce
FER001	Ferguson	Myrna
FOS001	Foster	Georgina
FRA005	Fraser	Edith
FRA006	Fraser	Donna
FRA013	Francis	Courtney
GEO002	George	Ruth
GEO003	George	Trudy
GIL003	Gillis	Barbara
GRA003	Grady	Louessa
GRA011	Graham	Shawna
GRE010	Greene	Janice
HAR005	Hardy	Linda
HAW001	Hawboldt	Kathleen
HUN002	Hunt	Hilda
IRV001	Irving	Kerry
JEN004	Mendes	Geraldine
JOH002	Johnson	Susan
LAF004	Laffin	Heather
LAN002	Langille	Joyce
LAY002	Laybolt	Vanessa
LEN001	Lennerton	Brenda
LEW004	Ward	Tiffiany
LIT001	Little	Janice
MAC014	MacRae	Glenda
MAC032	MacLean	Ardith
MAC047	MacDonald	Darlene

MAC079	MacPhee	Jennifer
MAC080	MacKenzie	Melissa
MAN002	Manuel	Kathy
MAS002	Mason	Jean
MAS004	Mason	Cathy
MAT001	Matthews	Heather
MAT002	Mattatall	Kathleen
MAT003	Matthews	Faye
MCA002	MacAloney	Barbara
MCD007	MacDonald	Ruth
MCK007	MacKay	Darlene
MCK008	MacKenzie	Carol
MCL009	McLellan	Deborah
MCL015	McLearn	Marlene
MCM004	McManus	Pauline
MCN006	Lambert	Maralee
MCN008	McNutt	Carvell
MUL001	Mullins	Sylvia
NEI001	Nieforth	Valerie
OBR002	Davidson	Alana
OLD001	Oldford	Pauline
ONE001	O'Neill	Cynthia
OSB001	Osborne	Darlene
PAC001	Pace	Susan
POU001	Pouliot	Maria
PUL001	Pulsifer	Linda
PUL002	Pulsifer	Ruth
PYE001	Pye	Deborah
PYE002	Pye	Darlene
PYE004	Pye	Brenda
RAF001	Rafuse	Nellie
REI008	Reid	Brenda
ROS002	Rose	Ruth
RUS001	Rushton	Marlene
RUS002	Rushton	Marion
RUS003	Rushton	Gail
SAU001	Saunders	Corena
SHA008	Sharpe	Annette
SHE003	Shearer	Susan
SHI001	Shiple	Shirley
SHO001	Shortt	Cathy
SIM005	Simm-McCord	Nancy
SLA004	Slater	Linda
SME001	Smeltzer	Holly
SMI006	Smith	Lucinda (Cindy)
STA003	Starratt	Sandra
STI002	Stiles	Sheila

STO001	Stone	Carolyn
SWA001	Swanson	Rosemary
TAT001	Tattrie	Debbie
TAY001	Taylor	Julia
TUR003	Turner	Leta
WAR002	Ward	Tanya
WES004	West	Elizabeth
WIL005	Willigar	Rhonda
WIL006	Wilson-MacLellan	Mariam
WIL025	Williams	Jennifer
WIT002	Withrow	Charlene
WOO004	Woolley	Ruby
WRI001	Wright	Rose-Anne

TRI-COUNTY (eligible for sick bank payouts)

BOW006	Bower	Holly
KEN005	Kendrick	Lori
KEN010	Kenney	Krista

IN WITNESS WHEREOF the parties have executed this Agreement the ____ day of _____, 2008.

VON Canada Nova Scotia Branch

Nova Scotia Government and
General Employees Union

MEMORANDUM OF AGREEMENT # 2*
Re: Guaranteed Positions – Tri-County Branch

Whereas the employees listed below are entitled to 40 hour guaranteed bi-weekly positions at Shelburne County Home Support in accordance with the Memorandum of Agreement attached to the Collective Agreement between the Employer and the Union, and whereas the Employer has identified that there are not guaranteed blocks available for these listed employees at the present time, the parties hereby agree as follows:

The employees listed below shall be considered regular part time employees but will not, except as set out here, be assigned a guaranteed block. These regular part time employees shall be available to be scheduled by the Employer as needed up to the 20 hours per week.

The employees listed below shall be guaranteed 20 hours per week, though such hours will not necessarily fall within a defined availability block as per Article 10 of the Collective Agreement.

If at the end of any given week, the Employer has not offered a listed employee a minimum of 20 hours of work, the employee shall be paid for 20 hours, as per her guarantee.

If at the end of any given week, a listed employee has declined assignments such that her total hours is less than 20 hours, the employee shall be paid only for those hours worked.

As availability blocks become available at Shelburne County Home Support, the Employer will conduct job postings restricted to that region to fill such blocks, and resultant vacant positions will be offered to the most senior listed employee.

Should the listed employee decline the position offered, the listed employee will revert to casual status under the Collective Agreement, and the Employer is under no further obligation to such listed employee under this Memorandum of Agreement.

The process listed in 4 and 5 will be repeated until each listed employee has been given the opportunity to accept a guaranteed availability block.

Listed Employees	Seniority Date
Danielle Brannon	20 Feb. 2006
Marilyn Nickerson	20 Feb. 2006

IN WITNESS WHEREOF the parties have executed this Agreement the ____ day of _____, 2008.

VON Canada Nova Scotia Branch

Nova Scotia Government and
General Employees Union
