

**COLLECTIVE AGREEMENT**

**VON Canada Nova Scotia Branch  
(VON Cumberland)**  
(hereinafter referred to as the "Employer")

AND:

**Canadian Union of Public Employees, Local 3953**  
(hereinafter referred to as the "Union")

**EXPIRY: March 31, 2028**

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## **ARTICLE 1 – PREAMBLE**

### **1.01 Preamble**

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work, 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, VON Home Support Workers and the Union.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local 3953 as the exclusive bargaining agent for all full-time, regular part-time and Casual employees of the Employer, and who are working in the Home Support Program, Cumberland County, Nova Scotia but excluding the Site District Executive Director, Registered Nurses, office and administrative staff and those persons excluded by Section 2 (2) of the Trade Union Act.

### **2.02 Mutual Agreements**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit that conflicts with this Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS AND RULES**

### **3.01 Management Rights**

The Union recognizes and agrees that all the rights, powers and authority to operate, manage, control and direct the workforce is vested exclusively with the Employer except as may be abridged, delegated, granted or modified by this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration process.

## **ARTICLE 4 – INTERPRETATIONS AND DEFINITIONS**

### **4.01 Definitions**

- a) **“Agreement”**  
means the Collective Agreement between VON for Canada Nova Scotia Branch.

**b) “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 12 including unforeseen client demands and deficiencies in the schedule. Once a Casual Employee has accepted a shift, the Casual is obligated to work. Casual shifts can be cancelled by the Employer.

A Casual Employee shall receive an additional percentage (%) of their straight time pay in lieu of benefits (e.g. vacation, holidays, sick time) under this Collective Agreement except when a Casual Employee is in a temporary Full-time or Part-time position equal to or greater than three (3) months. This shall be paid to the Casual with each bi-weekly pay. The percentage (%) in lieu will be 11%.

If a Casual Employee is in a Temporary FT or PT position equal to or greater than three (3) months, the Casual Employee shall accrue vacation, holiday and sick time benefits in accordance with the position and will not receive the 11% in lieu. Any unused holiday or vacation accrued during the temporary position will be paid out when the position ends.

A Casual Employee shall be eligible for participation in group benefits during a temporary position in accordance with the plan eligibility.

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

**c) “Employee”**

means a person who is employed within the Bargaining Unit and, other than for the casual employee, is regularly scheduled in accordance with Article 12.

**d) “Employer”**

VON Canada for Nova Scotia Branch (VON Cumberland).

**e) “Extra Work or Extra Client Visits”**

shall mean work or client visits outside of the employee’s regularly scheduled shift.

**f) “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 12.02.

**g) “Geographic Region”**

means the service area of the Employer which is presently Cumberland County.

- h) “Holiday”**  
except for Christmas Eve, holiday means 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 13.01.
- i) “Office Day”**  
means Monday to Friday excluding Saturdays, Sundays and holidays listed under Article 13.
- j) “Part-time Employee”**  
is an employee who is regularly scheduled in accordance with Article 12.03 and is scheduled to work less than eighty (80) hours in each two (2) week pay period. A Part-time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year. Part-time employees’ hours are indicated as a portion of the Full-time equivalent (FTE).
- k) “Probationary Period”**  
means a period not to exceed four hundred and fifty (450) hours worked or a period of six months, whichever is greater, unless a longer period is mutually agreed upon between the Employer and the Union.
- l) “Regular Hours Paid”**  
means hours paid by the Employer including regular hours worked; straight time equivalent of overtime worked; extra hours worked; vacation credits converted to hours; paid holiday credits converted to hours; paid sick leave credits converted to hours; unpaid Union leave reimbursed by the Union as provided in Article 10; and any other paid leaves for which an Employee is compensated by the Employer, but excludes premium pay (i.e. Article 12.17, 12.20 etc...); travel expenses or any other expenses; and hours paid by a third party except as specifically provided in Article 18.05(a) (i.e. WCB, LTD, etc...). For purposes of benefit calculation hereunder, regular hours paid shall not exceed 2080 hours per annum.
- m) “Scheduled Shifts”**  
Scheduled shifts have definitive start and stop times. Employees shall be paid for their schedule shifts unless otherwise absent on leave pursuant to this collective agreement or absent without pay.
- n) “Service”**  
means the most recent date of hire with the Employer. Date of hire shall include date of hire with the Family and Children Services, Cumberland County for those employees devolved to VON Cumberland Site on September 1, 1998.

- o) “Spouse”**  
means a legal marriage partner or a live-in partner who has been identified to the Employer’s designate in Corporate Services Centre in writing as the spouse for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.
  
- p) “Union”**  
Canadian Union of Public Employees, Local 3953.

#### **4.02 General**

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.

### **ARTICLE 5 – NO DISCRIMINATION**

#### **5.01 No Discrimination**

The Employer agrees that there shall be no discrimination on the basis of age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; or that individual’s association with another individual or class of individuals having the above mentioned characteristics, nor by reason of membership or activity in the union, except where there is a bona fide occupational requirement.

#### **5.02 No Harassment**

- (a)** The Parties are committed to providing a harassment-free workplace. Cases of harassment may be considered 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.
  
- (b)** Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds, as stated in the Nova Scotia Human Rights Act. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

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

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

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

- 1) discrimination contrary to the law or to this agreement;
- 2) harassment or bullying by other employees, supervisors, managers, any other person working or providing services for the Employer in the workplace, clients or the public.
- 3) Any incidents of harassment or alleged Harassment shall be dealt with following VON's "Workplace Respect and Civility Policy"

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

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

- (b) **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 6 – CHECK-OFF OF UNION DUES**

### **6.01 Deduction of Union Dues**

The Employer shall deduct from every Employee any dues, or assessments levied by the Union on its members. The Union shall inform the Employer in writing that these assessments have been approved by a majority vote of this bargaining unit.

## **6.02 Remittance of Union Dues**

Deductions shall be made monthly from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 21 Florence Street, Ottawa, Ontario, K2P 0W6, not later than the thirtieth day of the month, accompanied by a list of the names, total earnings and classifications of employees from whose wages the deductions have been made. The Employer shall note any hirings, layoffs, recalls or terminations of employees that occurred during the last month. A duplicate shall be provided to the Local Secretary-Treasurer.

## **6.03 Report of Union Dues Paid**

At the same time that Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of union dues paid by each Union member in the previous year.

## **6.04 Employee Contact Information**

The Employer shall provide the following information annually in electronic format, to the President and Recording Secretary of the Local:

- (a) The name of each Employee;
- (b) The corresponding appointment status of each Employee;
- (c) The mailing address and telephone number (if listed) of each Employee

## **ARTICLE 7 – EMPLOYEES TO BE ACQUAINTED TO THE UNION**

### **7.01 Notice of a Collective Agreement and Dues**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in the Articles dealing with Check-Off of Union Dues.

- (a) On becoming an Employee, they will be permitted to attend a 10-minute orientation session with their representative from CUPE Local 3953. Wherever possible, the orientation will occur during the Employee's office orientation session.

On commencing employment, the employee's immediate supervisor shall inform the new employee of the name and telephone number of their Union steward or representative. The Employer shall inform the employee regarding electronic access to a copy of the agreement as set out in Article 7.01.

<http://www.novascotia.cupe.ca/filemanacier/collectivef>  
[https://oldsite15.von.ca/pages.aspx?doc\\_id=912&ver\\_id=8785](https://oldsite15.von.ca/pages.aspx?doc_id=912&ver_id=8785)

- (b) The Employer shall not be required to incur any costs as a result of Article 7.01(a) including the time and travel expenses for Union representatives presenting the orientation sessions.
- (c) The Union and the Employer will share equally the cost of publishing and reproducing the new Collective Agreement.

## **ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE**

### **8.01 Labour Management Committee**

A Labour Management Committee shall be established consisting of up to three (3) representatives from the Union and from the Employer.

### **8.02 Role of the Committee**

The Committee shall concern itself with the following general matters:

- (a) reviewing matters pertaining to scheduling, including issues related to seniority, travel distances and geography;
- (b) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
- (c) improving and extending service to the public;
- (d) promoting safety and sanitary practices;
- (e) reviewing Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service); and,
- (f) other matters of mutual concern.

### **8.03 Designated Joint Chair-Persons**

An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Responsibility for taking minutes shall alternate between parties and minutes shall be distributed as soon as possible following the meeting.

#### **8.04 Limited Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **8.05 Time for Meetings**

Employees required to be in attendance at Labour Management Committee Meetings shall receive regular pay. Except where prior approval is obtained from the Employer, travel time and mileage allowance to and from the meeting shall be the responsibility of the Employee.

### **ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS**

#### **9.01 Recognition of Union 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 area 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. A steward or their alternate shall obtain permission of their immediate supervisor before leaving their work to assist in processing a grievance.

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

#### **9.02 Union Bargaining Committee**

A Union Bargaining Committee shall consist of up to four (4) members of the Union. The Union will advise the Employer of the Union members on the Committee.

### **9.03 Leave for Union Bargaining Committee**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave for up to four (4) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such leaves shall be granted without loss of regular pay for two (2) of the four (4) employees. Such permission shall not be unreasonably withheld.

### **9.04 Assistance of a CUPE Representative**

The Union may have the assistance of a representative of CUPE when negotiating a collective agreement or in other matters related to Labour Relations.

### **9.05 Notification of List of Union Officers and Employer Supervisors**

The Union shall supply the Employer with the names of its officers, and the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.

### **9.06 Notification of Department to the Employer**

The Union shall notify the Employer, in writing, of the names, including the geographic district in which the employee is employed, of the members of the Local Executive, union Bargaining Committee, Labour Management Committee and any other committees.

### **9.07 Notification to the Union**

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. The document shall not be the basis of a grievance related to employment status

### **9.08 Union Communications**

The Employer agrees to permit the distribution of Union information related to regular union meetings through employee's VON e-mail subject to compliance with the VON's e-mail policy. The Employer shall provide bulletin board space at Site offices for the use of the Union.

## **9.09 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.
- (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 ensure that the employees covered by this agreement are treated fairly and equitably in any staffing issues arising from the intermingling.
- (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 10 – UNION LEAVE**

### **10.01 Union Leave of Absences**

- (a) Where operational requirements permit, and on reasonable notice, special leave without pay, shall be granted to a maximum of four (4) employees at any one time unless authorized otherwise by the Employer for Union business:
  - (i) as members of the National Executive Board of the Union for the attendance at Board meetings;
  - (ii) as delegates to attend conventions of the Union's affiliated bodies including Canadian Union of Public Employees, Canadian Labour Congress, and Nova Scotia Federation of Labour;
  - (iii) as members of standing committees of the Union for the attendance at meetings of standing committees;

- (iv) as members of the Executive to attend Executive meetings of CUPE Nova Scotia and/or Nova Scotia Federation of Labour;
  - (v) as full-time President of CUPE or President of Local 3953;
  - (vi) for such other Union business as may be authorized by the Union.
- (b) 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 10.01 and shall bill the Union. The Union shall pay 120% of the employees' gross salary to cover the cost of benefits for the period of such leave within a reasonable period of time.

## **ARTICLE 11 – SENIORITY**

### **11.01 Seniority Defined**

Seniority shall be based on an employee's most recent date of hire within the Bargaining Unit. Seniority is bargaining unit wide.

### **11.02 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 President and the Recording Secretary, via e-mail. The seniority list shall be posted on the Union bulletin boards and sent to the individual employee's work e-mail, 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 or electronically to Labour Relations department 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.

### **11.03 Loss of Seniority and Employment**

An employee shall lose seniority and be deemed terminated in the event that:

- (a) the employee is discharged for just cause and is not reinstated (no just cause required for probationary employees);
- (b) the employee resigns and does not rescind their resignation within 2 business days in writing;

- (c) the employee is absent from work for three (3) working days without justifiable cause or without notifying the Employer, except where notification is not possible;
- (d) following recall from lay-off, the employee fails to report for work;
- (e) the employee is laid off for more than twenty-four (24) months;
- (f) the employee retires;
- (g) the casual employee fails to meet the availability for work requirements as agreed between the employee and the employer.

## **ARTICLE 12 – WORK ASSIGNMENT & SCHEDULING**

### **12.01 Normal Hours of Work**

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

Scheduled shifts will be determined based on FTE and will have fixed start and stop times.

Full-time and Part-time Employees will be paid for the duration of the employee's scheduled shift unless the employee is absent from work pursuant to leave entitlements under the collective agreement or absent without pay.

Day, evening and night shifts will be part of the schedule as necessary to address operations.

Shift lengths will be not less than four (4) hours or greater than ten (10) hours in duration. Employees will be provided with a rotation in accordance with their designated FTE. Each employee's rotation will have consistent start times and duration of shifts for days and evening shifts within their rotation.

All administrative tasks are required to be done as part of the client visits during the scheduled shift.

- (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 live outside the Geographic Region as set out in Article 4.01 (g) in which case the border of the Geographic Region shall be considered their home.

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

- (d) 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. The Employer will endeavor to schedule an Employee's first and last client of the day as close to the employee's residence as possible.

## **12.02 Full Time Employees**

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

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

## **12.03 Part Time Employees**

Part Time Employees will be regularly scheduled in accordance with their FTE over the bi-weekly pay period and shall be less than the FTE of a Full-time Employee as set out in Article 12.02.

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

#### **12.04 Part-time Employees for Extra Work**

Part-time employees shall indicate to the Employer their willingness to be assigned to extra work beyond their FTE on a monthly basis. Employees shall be classified as “available” or “not available” and changes to an employee’s availability shall be made to the Employer in writing at least one week in advance.

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

Extra hours will be assigned to Part-time employees who have provided availability provided that no overtime costs are incurred prior to extra hours being offered to Casuals.

Extra hours that become available on the current day will be offered to Part-time and Casual employees provided that no overtime costs are incurred.

#### **12.05 Changes in Number Needed for Particular Rotation**

This provision is only applicable to a Casual employee while in a Temporary Position.

Where operational requirements dictate a change in the number of employees required for a particular rotation (e.g. day of week, start/stop, weekend), preference will be given to the most senior employees subject to reasonable consideration of geographic proximity interested in the new rotation change. If there is not sufficient interest, the change will be assigned to the most junior employee(s) subject to reasonable consideration of geographic proximity. The Employer will provide at least 2 weeks’ notice to the Union and affected employee being assigned to a change unless a shorter notice period is mutually agreed.

#### **12.06 Assignment of Work**

This provision is only applicable to a Casual employee while in a Temporary Position.

- (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.

- (b) Where the employees' daily assignments are less than the hours of work required for their scheduled shift, the employee shall be paid for their shift but at the earliest opportunity:
1. indicate their availability to Client Service Associates, and;
  2. accept alternate assignments including, but not limited to, client visits or HSW related education, or;
  3. update relevant client charts, or;
  4. if the Employee chooses, with the Employer's approval, take the time not worked off without pay, or;
  5. if the Employee chooses, with the Employer's approval, use available Comp or Holiday time for the time not worked.
- (c) Where the employee is not otherwise assigned sufficient hours of work required for their shift the employee will check their e-mail or Alayacare, or utilize any other method as determined by the VON for communicating directly for assignment prior to attending to their first client visit, at the end of each assignment as well as every thirty (30) minutes during each period of down time (excluding breaks).

### **12.07 Weekend Assignments**

- i) The employer will endeavor to develop a rotation that minimizes the number of weekends to work for all employees.
- ii) In any event, a rotation of weekends to work shall be developed in such a way as to normally provide for a minimum of one (1) weekend to work in each three (3) week period for all employees.
- iii) In the event that it is possible to provide a weekend to work rotation that requires fewer weekends to work than set out above then the reduced assignment shall apply to the employees in the order of seniority.
- iv) However, it is recognized that if the weekend off rotation does not provide a sufficient number of employees to meet the weekend staffing requirements, then the employer shall modify the rotation so as to schedule employees to work one weekend in each two (2) week period. Such assignment to the modified rotation shall be applied to employees in the reverse order of seniority and will continue through the seniority list to be applicable to employees until such point that there is a sufficient number of employees to meet the weekend staffing requirements.

- v) Employees shall be permitted to volunteer to work more weekends.
- vi) Should fewer employees be required to work on a weekend than were scheduled then such additional weekend off shall be offered to employees previously scheduled to work the weekend, in order of seniority. Such time not worked shall be without pay or at the employee's discretion may choose comp time, vacation time or stat time for the time not worked.

#### **12.08 Evening Shift Assignments**

- (a) A rotation of evening shifts will be developed in such a way as to equitably distribute evening shifts among employees in geographic proximity to the client(s).
- (b) Should fewer employees be required to work on an evening shift than were scheduled, then such additional evening shifts off shall be offered to employees previously scheduled to work the evening shift, in order of seniority unless there are special operational considerations. Such time not worked shall be without pay or at the employee's discretion may choose comp time, vacation time, stat time for the time not worked.
- (c) The Employer will endeavor to schedule evening assignments in such a way as to respect Article 12.12 (b), unless mutually agreed otherwise by the Employer and the employee. This is inclusive of the employee paid travel time.

#### **12.09 Client Cancellations – Downtime**

- (a) Where there is a client cancellation the employee shall, at the time of cancellation, report to the CSA/Client Service Associate and accept alternate assignments as per Article 12.06 (b) shall be applied 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.

#### **12.10 Maximizing Full Time Positions**

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

#### **12.11 Maximum Hours**

No employee shall be required to work more than twelve (12) hours of work per day, or for more than forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.

## **12.12 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 their last client visit of the day and their first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee.

## **12.13 Meal Break**

An employee who works eight (8) hours or more on a day shall receive a paid meal break of thirty (30) minutes in addition to the paid breaks identified in Article 12.01 (b).

If an employee is not eligible for a paid meal break, and 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.

## **12.14 Callback Compensation**

This provision is only applicable to a Casual employee while in a Temporary Position.

The Employer shall notify Employees as soon as possible that a Callback is needed.

- (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 their next scheduled shift and also occurs if an employee reports for work not previously scheduled on their day off.
- (b) A callback does not occur where:
  - 1) the Employer assigns the client visit, continuous with the employee's scheduled shift for the day. When this occurs, Article 12.16 – Overtime will apply.
  - 2) the client assignment falls within approved extra availability for Part Time employees,

- 3) the client assignment is accepted by the employee during their regularly scheduled day even where the client assignment is not continuous with the employee's scheduled shift.
- (c) Employees on callback shall be compensated a minimum of four (4) hours at the straight time rate or at the overtime rate for the period worked, whichever is greater.
- (d) Subject to Article 12.06(a) and where operationally possible, a call back shall be offered to the bargaining unit and awarded to the most senior volunteer. However; if there are no volunteers VON will assign the call back to an employee who is or has been at work that day. Callback assignments will be distributed on an equitable, rotational basis amongst employees.
- (e) Call back options shall be:
  - i) When Call back is being assigned it shall be on a rotational basis starting in reverse order of seniority.
  - ii) If Employees volunteer to do a Call back, they will then be able to skip their next turn in the rotation.
  - iii) Employees shall also have the ability to defer their Call back turn but will be required to accept the next assigned Call back.
  - iv) Employees shall not be required to do a Call back while off on paid leaves or scheduled days off.

### **12.15 Checking Device**

Employees are required to check their device prior to leaving from the last scheduled client visit of the day.

### **12.16 Overtime**

- (a) "overtime" means authorized work in excess of ten (10) 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".
- (c) Overtime shall be calculated based on regular hours paid in accordance with Article 4.01(I).

### **12.17 Overtime Eligibility**

All overtime must be authorized by the Nurse Manager or designate.

### **12.18 Overtime Allocation**

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

### **12.19 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 quota payout sheets. Overtime banks in excess of eighty (80) hours may be paid out at the discretion of the Employer.

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.

### **12.20 Transfer Outside the Bargaining Unit**

No employee shall be transferred to a Position Outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority. An employee can return to a position in the bargaining unit, or be returned by the Employer, during the trial period, which shall be a maximum of six (6) months (450 hours). The transferred employee shall retain their bargaining unit position for a period of eighteen (18) months, unless mutually agreed between the Parties.

The employee transferred to a non-bargaining unit position shall not be considered or permitted to be a bargaining unit member while in a position outside the bargaining unit.

## **ARTICLE 13 – HOLIDAYS**

### **13.01 Holidays**

(a) Holidays are defined to be as follows:

- |                           |                                             |
|---------------------------|---------------------------------------------|
| 1. New Years' Eve Day     | 8. National Day of Truth and Reconciliation |
| 2. Good Friday            | 9. Thanksgiving Day                         |
| 3. Easter Monday          | 10. Remembrance Day                         |
| 4. Victoria Day           | 11. Christmas Day                           |
| 5. July 1 <sup>st</sup>   | 12. Boxing Day                              |
| 6. First Monday in August | 13. Heritage Day                            |
| 7. Labour Day             |                                             |

(b) **Christmas Eve**

Employees who are scheduled to work between 1800 hours and Midnight on Christmas Eve, shall be entitled to be paid four (4) hours at the rate of one and one half (1 ½ ) times the Employee's straight time hourly rate as provided in Appendix "A". Other hours worked during this period shall be paid at the Employee's straight time hourly rate as provided in Appendix "A"

Holidays to be worked will be determined by the Employee's rotation subject to Article 13.03.

### **13.02 Holiday Pay**

Full-time and Part-time Employees shall receive holiday pay at the rate of five percent (5.0%) of regular hours paid to a maximum of one hundred and four (104) hours in any one year.

This Article is not applicable to Casual Employees.

### **13.03 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 requests must be submitted using the Request for Quota Payout electronic form on the Friday before your pay day.

(a) Earned holiday credits (stated in hours) shall be banked for Full-time and Part-time employees and be scheduled off at a time mutually agreed between the Employee and Employer.

- (b) A Full-time or Part-time Employee whose regularly scheduled day of work falls on a holiday, may request to take the holiday off. The Employee will put such requests in writing to the Employer by April 1<sup>st</sup> for the period between June 1 – September 30<sup>th</sup> and by August 1<sup>st</sup> for the period October 1 – May 31<sup>st</sup>. Requests received for the period will be granted in order of seniority. Requests received after the required date for the period for Employees who are scheduled to work on a holiday will be granted based on a first come first serve basis.
- (c) Requests for vacations will be given priority to requests for Holidays.
- (d) If client needs on a holiday result in fewer employees being required to work than were scheduled then such additional Holidays off will be offered in order of seniority as long as the Holiday has not been waitlisted by an employee for a vacation day.
- (e) (i) The holiday bank shall not exceed a total of eighty (80) hours. Any time in excess of eighty (80) hours will not be banked but will be paid out.
- (ii) Notwithstanding Article (i) any banks that are currently above eighty (80) hours will be maintained but may be paid out upon written request by an employee. If an employee reduces their existing bank below eighty (80) hours Article e) (i) will apply.

#### **13.04 Christmas or New Year's Off**

The Employer will make a reasonable effort to give employees either Christmas Eve (1800 to midnight) and Christmas Day or New Year's Eve (1800 to midnight) and New Year's Day off. The choice of Christmas or New Year's will alternate from year to year.

This Article includes Casual Employees.

#### **13.05 Compensation for Time Worked on a Holiday**

- (a) Employees' who are required to work on the actual date of any of the recognized holidays listed in Article 13.01, shall be paid at the rate of time and one-half (1.5x) for each hour paid on the holiday in addition to their accrued holiday pay. This provision does not apply to working days immediately following the Holiday when the Holiday falls on a Saturday or a Sunday.
- (b) Casual Employees who work any of the Holidays outlined in Article 13.01 shall be paid at the rate of time and one half (1.5x) for all hours worked.

## **ARTICLE 14 – VACATIONS**

### **14.01 Year of Service for Vacation Entitlement**

- (a) For purposes of Article 14 only, a year of service (“Year of Service”) shall require a minimum of fifteen hundred and sixty (1,560) regular hours paid in an anniversary year period provided that no employee shall be considered to have eight Years of Service before the eighth anniversary date from their date of hire, or fifteen years of service before the fifteenth anniversary date from their date of hire or 25 years of service before their twenty fifth anniversary date from their date of hire.
- (b) At the employee’s eighth (8<sup>th</sup>) anniversary date the Employer shall determine if the employee has reached the threshold of twelve thousand four hundred and eighty (12,480) regular hours paid. If the employee has reached this threshold at that date, or from such later date the threshold is reached, the employee shall be moved to the vacation entitlement levels under Article 14.02(b).
- (c) At the employee’s fifteenth (15<sup>th</sup>) anniversary date the Employer shall determine if the employee has reached the threshold of twenty-three thousand four hundred (23,400) regular hours paid. If the employee has reached this threshold at that date, or from such later date the threshold is reached, the employee shall be moved to the vacation entitlement levels under Article 14.02(c).
- (d) At the employee’s twenty fifth (25<sup>th</sup>) anniversary date the Employer shall determine if the employee has reached the threshold of thirty nine thousand (39,000) regular hours paid. If the employee has reached this threshold at that date, or from such later date the threshold is reached, the employee shall be moved to the vacation entitlement levels under Article 14.02(d).
- (e) This Article is not applicable to Casual Employees.

### **14.02 Annual Vacation Entitlement**

An employee shall receive vacation with pay in accordance with their accrued vacation credits based on years of service as follows:

- (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; (3 weeks)

- (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; (4 weeks)
- (c) each year after fifteen (15) calendar years of service at the rate of nine point six one five per cent (9.615%) of regular hours paid to a maximum of two thousand and eighty (2,080) regular hours paid per calendar year. (5 weeks)
- (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. (6 weeks)
- (e) This Article is not applicable to Casual Employees.

#### **14.03 Vacation Year Defined**

The vacation year shall be from April 1 to March 31.

#### **14.04 Scheduling Vacation Time Off**

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used during the year in which it is earned. The Employer will make all reasonable efforts to accommodate the request of an employee for vacation time off.
- (b) For the period from June 1 to September 30, employees shall make requests for vacation time off during the vacation selection process by March 31 and the Employer shall respond in writing by May 15<sup>th</sup>. If the request is not authorized, the employee may:
  - i) ask for seniority consideration on another choice of available dates during the vacation period; and/or
  - ii) ask that the request be wait listed in case of future change(s) or cancellation(s) which would enable the Employer to grant the request.
- (c) For the period from October 1 to May 31, employees shall make requests for vacation time off during the vacation selection process by July 31 and the Employer shall respond in writing by September 15<sup>th</sup>. If the request is not authorized, the employee may:

- i) ask for seniority consideration on another choice of available dates during the vacation period; and/or
  - ii) ask that the request be wait listed in case of future change(s) or cancellation(s) which would enable the Employer to grant the request.
- (d) All requests made for vacation time off shall be approved subject to operational requirements.
- (e) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation at any one time, preference shall be given to employees with the greatest length of seniority.
- (f) Where an employee has opted to wait list their vacation request as set out above, the wait listed employees shall have priority over other employees requesting vacation time off after the deadline set out in Article 14.04(b) and Article 14.04(c) regardless of seniority.

#### **14.05 Unbroken Vacation Period**

Where operational requirements permit, and where the employee has accrued sufficient vacation credits, the Employer shall make a reasonable effort to grant to an employee's request for vacation time off in a single unbroken period of leave, except that:

- (a) the Employer shall not be required to grant in excess of seven (7) weeks of vacation time off in any one (1) vacation year; and/or
- (b) the Employer shall not be required to grant in excess of four (4) consecutive weeks at any one time; and/or
- (c) the Employer shall not be required to grant in excess of two (2) weeks during the months of July, August, and December.

Note: for the purposes of this Article, a vacation period is continuous and inclusive of scheduled days off if there are regularly scheduled days off both before and after the scheduled vacation days.

#### **14.06 Hospitalization during Vacation**

(a) Where an employee becomes hospitalized during their period of vacation there shall be no deduction from vacation credits for such absence, with satisfactory proof of hospitalization. Time spent in hospital shall be deducted from the employee's sick time, or taken as unpaid leave of absence if the employee has no sick leave accumulated. The period of vacation so displaced shall be reinstated for later use, at a mutually agreed time.

#### **(b) Illness During Vacation**

If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days during vacation, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the Employee will be granted sick leave and vacation credits restored to the extent of the sick leave.

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

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

#### **14.07 Vacation Carry Over**

Employees may carry forward one (1) week (40 hours) of accrued vacation credits from one year to the next. Any additional vacation credits in excess of 40 hours will normally be paid out following March 31<sup>st</sup> in each year.

#### **14.08 Vacation and Termination of Employment**

An employee terminating employment at any time in the vacation year before taking vacation shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination. The Employer can withhold a proportionate payment of wages if the employee has taken vacation but not yet earned it.

## **14.09 Vacation Cancellation**

Vacation days, once approved, shall not be cancelled except in cases of emergency. Where the Employer cancels an employee's vacation without one month's notice or where the Employer recalls to work an employee during their scheduled vacation days, vacation days worked by the employee shall be compensated at the rate of time and one half the regular rate of pay for the vacation days worked. Notwithstanding Article 14.04, the cancelled vacation days shall then be rescheduled for a later time in accordance with employee seniority. Any other employee whose vacation is affected by this provision shall not be entitled to be compensated at the rate of time and one half the regular rate of pay for the vacation days worked in accordance with Article 14.09, but will be entitled to reschedule their vacation in accordance with Article 14.09.

## **14.10 Vacation Selection Process**

A Vacation Selection process will take place twice a year. Once for selecting summer vacation and once for selecting Non-Summer vacation as per Article 14.03.

The Employer will provide a selection schedule for each time slot in order of seniority. If the employee is unable to attend / complete their selection at their assigned time they are able to:

- Submit several preferences so that the Employer may complete their selection on their behalf.
- Choose a delegate to complete their selection. Employer must be aware in advance of the employee's delegate.

Employees will be able to tentatively book all vacation they are entitled to in reference to the specific vacation period as per the collective agreement.

Employees may choose to waitlist days that they are made aware are no longer available at that time. A tentative confirmation will be sent after each selection to each employee outlining the dates that have been discussed.

Once the vacation selection is complete, the Employer will send a final confirmation before the committed to return date in the collective agreement for each vacation selection period.

## **ARTICLE 15 – SICK LEAVE**

### **15.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled.

## **15.02 Sick Leave Entitlement**

An employee shall accrue sick time credits at the rate of twelve (12) hours per one hundred and seventy-three (173) regular hours paid, up to a maximum accrual of one hundred and forty-four (144) hours per calendar year. The employee may accrue sick time credits to a maximum total accrual of nine hundred and sixty (960) hours.

This Article is not applicable to Casuals.

## **15.03 Record of Sick Leave Credits**

A record of unused sick leave will be kept by the Employer. An employee shall be advised of the amount of sick leave accrued to the employee's credit twice per fiscal year or on request to a supervisor.

## **15.04 Notice Related to Sick Time**

The employee shall inform the Employer as soon as possible of an inability to report for work because of sick leave. Employees returning to work from approved sick leave of greater than seven (7) calendar days, shall return to regularly scheduled shifts, following receipt of written notice of return. The Employer will endeavor to return the Employee to work as soon as possible when the Employee has confirmed their ability to return to work but not later than two (2) weeks, even if it means reassigning client visits from the most junior employee(s).

## **15.05 Medical Certificate**

- (a) Subject to the provisions of the *Medical Certificates for Employee Absence Act of Nova Scotia*, an employee may be required to produce a certificate from a medical practitioner in a form satisfactory to the Employer, 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 15.05 (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.

## **15.06 Medical and Dental Appointments / Family Illness Leave**

- (a) An employee is entitled to forty (40) hours of paid leave per calendar year to engage in personal preventative medical and dental care or that of their dependent children who reside in the home as well as leave for family illness. The employee will endeavor to give at least one week's notice to the Supervisor or delegated official for family illness leave. If it is not possible to provide one week's notice, the Employee shall give the Employer as much notice as possible when using this leave. Such leave shall be deducted from sick leave credits. The Employer may require proof of the need for such leave as considered necessary.
- (a) In case of an illness of a member of an employee's immediate family, meaning spouse, parent or child the leave is for the employee to provide for the temporary care of employee's immediate family and for reasonable time to make alternate care arrangements.
- (b) Leave for medical or dental appointments shall be limited to the time required to attend the appointment plus reasonable travel time.
- (d) This Article is not applicable to Casuals.

## **ARTICLE 16 – LEAVES**

### **16.01 General Leave**

Where operational requirements permit, an employee may be entitled to leave of absence without pay and without loss of seniority for good and sufficient cause. Such request shall be in writing and approved by the Employer. A single period of leave of absence shall not normally exceed twelve (12) consecutive calendar months. However an employee may request a subsequent leave(s) of absence as mutually agreed.

### **16.02 Pregnancy/Birth Leave**

Employees are entitled to Pregnancy and Parental Leave in accordance with the Nova Scotia *Labour Standards Code*. In the event there are changes to the Pregnancy and Parental leave provisions of the *Labour Standards Code* that result in a better benefit to employees the language will be updated accordingly.

- (a) A pregnant Employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to seventy-seven (77) weeks.
- (b) An employee shall, no later than the fifth (5<sup>th</sup>) month of pregnancy, forward to the Employer a written request for pregnancy leave.

- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventy-seven (77) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

### **16.03 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 16.03(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.

### **16.04 No Termination**

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

### **16.05 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.

### **16.06 Pregnancy Sick Leave**

Leave for illness of an Employee arising out of or associated with an Employee's accordance with Article 16.02, may be granted sick leave in accordance with the provisions of this Collective Agreement.

### **16.07 Pregnancy/Birth Leave Allowance**

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for, and is eligible to receive Employment Insurance (E.I.) Benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of their weekly rate of pay for each week of the one (1) week waiting period, less any other earnings received by the employee during the benefit period;
  - (ii) Where the Employee has served the one (1) week waiting period in Article 16.07 (b)(i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during that period; and

- (iii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Employee is entitled for their classification on the date immediately preceding the commencement of their pregnancy leave. In the case of a Part-time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked 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 they are required to remit to Human Resources Development Canada, where their annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f) This article is not applicable to a Casual employee.

#### **16.08 Parental and Adoption Leave**

Employees are entitled to Pregnancy and Parental Leave in accordance with the Nova Scotia *Labour Standards Code*. In the event there are changes to the Pregnancy and Parental leave provisions of the *Labour Standards Code* that result in a better benefit to employees, the language will be updated accordingly.

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 pregnancy leave,
  - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the Employee's returning to work; and

- (ii) shall end not later than seventy-seven (77) weeks after the parental leave began as determined by the Employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the employee is entitled exceed a maximum of seventy-seven (77) 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 16.07(a),
  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
  - (ii) shall end not later than seventy-seven (77) weeks after the child or children first arrive in the Employee's home.
- (c) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventy-seven (77) weeks. This leave:
  - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
  - (ii) shall end not later than seventy-seven (77) weeks after the leave began.

#### **16.09 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 they have applied for and are eligible to receive employment insurance (E.I.) Benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of their weekly rate of pay for each week of the one (1) week waiting period, less any other earnings received by the Employee during the benefit period;

- (ii) Where the Employee has served the one (1) week waiting period in Article 16.09 (b)(i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during that period; and
- (iii) Up to a maximum of ten (10) additional weeks,
  - a. where the Employee is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Employee is eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay;
  - b. where the Employee is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Employee would have been eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay;
  - c. For the purposes of this Article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to an Employee who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to an Employee who is taking a parental leave greater than thirty-five (35) weeks.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Employee is entitled for their classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked 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 of 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 they are required to remit to Human Resources Development Canada where their annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f) This article is not applicable to a Casual employee.

#### **16.10 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.

#### **16.11 Return to Work**

An employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks' notice of their intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the employee. When an Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the 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.

#### **16.12 Continuation of Service and 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.

#### **16.13 Continuation of Benefits Plans**

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

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

This Article is applicable to Casual employees.

#### **16.14 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.

This Article is not applicable to a Casual employee.

#### **16.15 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.

This Article is not applicable to a Casual employee.

#### **16.16 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 scheduled hours for that day. This day shall not be considered one of the days the employee is entitled to under this Article.
- (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, stepparent, step child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, step grandparent, grandchild, step grandchild, or a relative permanently residing with the employee or anyone 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 the death of the employee's aunt, uncle, niece or nephew, the employee shall be granted one (1) day bereavement leave granted on the day of the funeral. The employee shall not have a loss of regular pay for a shift not worked on that day.
- (d) If a death occurs for which bereavement leave is provided under this Article, and the Employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days.

- (e) In the event that the funeral for any of the persons listed in Articles 16.16 (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.
- (f) 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.
- (g) This Article is not applicable to Casual Employees, except as provided in Article 16.16 (a).

#### **16.17 Additional Bereavement Leave**

Notwithstanding the above articles, the Employer may grant additional bereavement leave without pay as it determines necessary. The employee may choose to claim accrued comp, vacation and holiday hours to replace lost earnings.

#### **16.18 Bereavement Leave Eligibility**

- (a) An Employee on leave of absence without pay, except for those under Article 10, shall not be eligible for bereavement leave.
- (b) An Employee on sick leave with pay shall not be eligible for bereavement leave.
- (c) An employee on or scheduled to be on vacation or statutory holiday leave shall be entitled to change the status of leave to bereavement leave.

#### **16.19 Compassionate Care Leave**

Employees, upon making written request to the Senior Director of Labour Relations or Designate, shall be entitled to compassionate leave in accordance with the *Labour Standards Code*. Where the employee is eligible and opts in writing to maintain the benefit plans during their compassionate leave, the employee shall arrange to pay the full cost required to maintain the benefit plan, including that portion which is normally the Employer's share thereof, and the Employer shall process the documentation and payments as arranged. Arrangements for payment satisfactory to the Employer must be arranged in advance of leave and failure to do so will result in immediate cancellation of benefits.

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

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

### **16.21 Domestic Violence Leave**

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

### **16.22 Court Leave of Absence**

Leave of absence without loss of regular pay shall be given to an 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 attends a witness in any proceedings for an employment related matter held:
  - (i) in or under the authority of a court; or
  - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

This Article is not applicable to Casual Employees.

### **16.23 Deductions of Court Fees**

Any Employee given leave of absence without loss of pay to serve pursuant to Article 16.23 shall have deducted from the Employee's salary an amount equal to the amount the fees Employee receives for such duty except travel pay and meal allowance.

### **16.24 Education Improvement Leave**

An employee shall be entitled to a leave of absence without pay to write examinations to upgrade the employee's employment qualifications provided that the qualifications are directly relevant to the employee's employment with the Employer, as determined by the Employer.

### **16.25 Notification of Training Programs**

The Employer shall e-mail all Home Support educational training programs. The e-mail shall contain the name and dates of the courses and where further information can be obtained.

### **16.26 Required Education**

- (a) The Employer shall provide and fund any Employer required training/education for an employee
- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

### **16.27 Storm Leave**

If an employee cannot get to a scheduled client or must leave early because weather conditions are making travel hazardous, the employee may, with permission from the employee's supervisor:

- (a) reschedule with the client to avoid loss of regular earnings; or
- (b) charge any absence to the employee's accrued vacation time or accrued holiday time; or
- (c) have any absence designated as a leave of absence without pay.

### **16.28 Critical Leave**

Employees shall be granted leave of absence without pay for up to two (2) days for a critical situation which requires their personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when they are normally off duty.

## **16.29 Early Retirement and Canada Pension Plan**

Employees between the ages of 60 and 65 who wish to apply to receive early retirement Canada Pension credits shall be scheduled so as to allow qualification by either taking the necessary minimum Leave of Absence or allowed to sufficiently and temporarily reduce their hours of work in accordance with the requirements of the CPP eligibility provisions. Scheduling of time off or reduced hours shall be as operationally possible and shall occur as soon as possible following the request. However, time off and reduced time may not be permitted during the months of July, August and December.

## **16.30 CCA Certification**

All current home support workers, as of May 8, 2008, who are not certified Continuing Care Assistants (CCA) are encouraged to obtain their CCA certification through self-directed learning. The Employer will sponsor and provide a qualified coach for each of these Home Support Worker who participates in the CCA certification process and will also pay the employees application and certification fees.

## **ARTICLE 17 – TRAVEL**

### **17.01 Reimbursement for Travel**

- (a) For travel in providing client services, an employee shall be paid at the provincial civil service rate per km. The employee will be paid for a minimum of 35 kilometres daily per working day.
  
- (b) For purposes of Article 17, travel in providing client services includes travel between clients, travel for meetings (including staff meetings) with an employee(s) called by the Employer, and travel in excess of twelve (12) km daily from home to the first client and travel in excess of twelve (12) km daily from the last client of the day to home. For the sake of clarity in calculating travel km for staff meetings and meetings with individual employees called by the Employer, the parties agree that such a meeting is treated the same as a client visit.

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

- (c) Where the employee lives or moves outside the Geographic Region, the Geographic Region border shall be considered the employee's home for the purposes of Article 17.01 (b).
  
- (d) The employee shall submit travel expenses at the end of each work day.

- (e) Travel reimbursement shall be paid every pay period
- (f) An employee working extra or additional client visits that are not an extension of their regularly scheduled shift and that cannot be scheduled continuously will be paid travel from the employee's home to the client visit(s).

### **17.02 Alternate transportation**

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 18 – INJURY ON DUTY**

### **18.01 Workers' Compensation Act**

Eligible employees, as defined by the legislation, shall be covered by the *Workers' Compensation Act*. Employees must report all injuries in accordance with the Act.

### **18.02 Reporting Workplace Injury**

Employees who are injured on duty shall immediately report any injury sustained in the performance of the employee's duties to the employee's immediate supervisor in a manner or on such form as the Employer may, from time to time, prescribe.

### **18.03 Day of Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the scheduled hours of work at the employee's regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit to complete their scheduled hours of work.

### **18.04 Transportation for Medical Care**

Transportation to the nearest doctor or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.

## **18.05 Workers' Compensation**

- (a) Where an employee is 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 this supplement is being paid, the Employer shall deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's sick leave credits are exhausted, the employee shall be paid only the Workers' Compensation benefits allowance.
  - (b) An employee shall accumulate vacation credits for the employee to the equivalent of one (1) year's vacation credits.
  - (c) The Employer will continue to pay its share of the Benefit Premiums for employees who are being compensated under the *Workers' Compensation Act* provided the employee is willing to continue paying their share.
- Arrangement for payments to the Employer must be made in advance of leave and failure to do so will result in immediate cancellation of benefits.
- (d) An employee shall continue to accrue seniority and service while employed and in receipt of Workers' Compensation benefits.
  - (e) An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.
  - (f) Article 18.05 (a), and (b) do not apply to Casual employees.

## **18.06 Occupational Health and Safety**

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

## **18.07 Protective Clothing**

The Employer will provide personal care gloves, cleaning gloves, protective cloth aprons or other materials required by the Employer to carry out job tasks. The Employer agrees to provide each employee with two (2) protective aprons per year.

### **18.08 Uniforms**

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

### **18.09 E.I. Rebate**

E.I. rebate will be provided annually to the Local Secretary / Treasurer.

### **18.10 Violence in the workplace**

Violence in the workplace shall be addressed in accordance the VON's Workplace Violence Prevention Program, as may be amended from time to time and any applicable legislation.

## **ARTICLE 19 – EMPLOYEE APPRAISAL**

### **19.01 Performance Appraisals**

When a formal appraisal of an employee's performance is conducted, the employee shall be given the opportunity to review the appraisal with its author. The employee shall sign the appraisal indicating that the employee has received a copy of it. The employee shall have the right to respond to appraisals in writing and such response shall be attached to the appraisal and placed in the employee's file.

## **ARTICLE 20 – LAYOFFS AND RECALL**

### **20.01 Layoff Defined**

- (a) An employee may be laid off because of shortage of work or funds or because of the discontinuance of a function or the reorganization of a function.
- (b) Throughout this Article, 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.
- (c) Article 20 does not apply to the casual employee.

### **20.02 Notice of Layoff**

- (a) Employees shall be laid off in reverse order of seniority or may accept voluntary layoff with notice to the Employer.

- (b) The layoff notices shall include the effective day of layoff and the reasons therefore.
- (c) 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 (d) below.
- (d) 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.
- (e) 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).

### **20.03 Recalls from Layoff**

Employees shall be recalled in the order of seniority provided that the employee has the skills, abilities and appropriateness for the available work. Employees are responsible for maintaining their current contact telephone number and address with the Employer.

### **20.04 No New Employee Assignment during Layoff**

No new employee shall be hired, until those laid off have been given an opportunity of recall provided that the laid off employee has the skill, ability and appropriateness for the available work.

### **20.05 Appropriateness for Clients Defined**

For purposes of Article 20, appropriateness for clients can include being regionally proximate to the client and, in some circumstances, of the same sex as the client.

## **ARTICLE 21 — DISCIPLINE AND DISCHARGE**

### **21.01 Discipline, Suspension and Termination of Non-Probationary Employee**

No employee who has completed the probationary period shall be disciplined, suspended without pay or terminated except for just cause. When an employee is to be disciplined, discharged or suspended without pay, the Employer shall notify the employee that a meeting will be held and that the employee has the right to have a shop steward attend with them. Such discipline shall be provided in writing stating the reason for the discharge or suspension. The Employer shall also provide the Union with a copy.

## **21.02 Discipline, Suspension and Termination of Probationary Employee**

The Employer does not need just cause to discipline, suspend or terminate a probationary employee.

## **21.03 Disciplinary Action Grievable**

Disciplinary action grievable by an employee shall include written warnings, and notices of suspension or dismissal. Upon the employee's request, any such document, other than formal employee appraisals, shall be removed from the employee's personnel file after twenty four (24) months from the date it was issued providing there have been no further infractions of the same nature.

## **21.04 Right to Union Representation**

In addition to the rights described in Article 9.01, if an employee wishes, the employee may have a steward present at any disciplinary meeting where a written warning, suspension or termination is being imposed.

## **21.05 Entries to Files**

The Employer shall provide a copy to the employee of any formal entry to an employee's personnel file that is of a disciplinary nature.

# **ARTICLE 22 – GRIEVANCE PROCEDURE**

## **22.01 Grievance Defined**

A grievance shall be defined as any dispute relating to the interpretation, application or administration of this Agreement or where an allegation is made that this Agreement has been violated.

## **22.02 Grievance Process**

If a grievance arises, it shall be resolved in the following manner:

### **Step 1:**

Whichever is less of either:

- a) within ten (10) office days of the date on which the grievor first became aware of an event giving rise to the grievance, or
- b) in any case no later than thirty (30) calendar days of the occurrence of the event giving rise to the grievance,

An employee with a grievance shall attempt to resolve the grievance with the employee's immediate Supervisor. The immediate supervisor shall reply verbally within ten (10) office days.

**Step 2:**

If the grievance is not resolved at Step 1, the Union may submit the grievance in writing to the Branch Director with a copy to the Director of Labour Relations within ten (10) office days of receiving the Reply at Step 1. The grievance shall state the article or articles alleged to have been violated and the remedy sought. The District Executive Director shall reply within ten (10) office days of receiving the grievance.

**Step 3:**

If the grievance is not resolved at Step 2, either party may submit the grievance to arbitration within sixty (60) days of receiving the Reply under Step 2.

**22.03 Grievance Concerning a Group of Employees**

A policy grievance or a grievance concerning a group of employees process may begin at Step 2.

**22.04 Grievance Concerning Layoff, Recall and Termination**

A grievance concerning layoff, recall and termination of employment must begin at Step 2.

**22.05 Employer Grievance**

The Employer may file a grievance by submitting the grievance in writing to the Local Union President within ten (10) office days of the event giving rise to the grievance. The grievance shall state the article or articles alleged to have been violated and the remedy sought. The Local Union shall reply in writing within ten (10) office days of receiving the grievance. If the grievance is not resolved, the Employer may submit the matter to arbitration within ten (10) office days of receiving the Reply from the Local Union.

**22.06 Grievance Meeting**

A grievance meeting may be held at any step in the grievance procedure with mutual agreement of the parties. A Steward may be present at any grievance meeting; a CUPE representative may attend the Grievance meeting with the District Executive Director.

### **22.07 Time Limits Mandatory**

The time limits in the grievance procedure are mandatory. However, the parties may agree in writing to extend those time limits.

### **22.08 Review of Employee Files**

- (a) The President of the Local Union or designate, shall, upon written authority of the employee and with appropriate notice, be entitled to review all employee's personnel file in the office in the presence of the Site Director or designate in order to facilitate investigation of a grievance. An employee may, with appropriate notice, review the employee's own file in the presence of the Branch Director. During this review, an employee is entitled to receive a copy of any document on the employee's file.
- (b) When a termination grievance has been referred to Arbitration, a copy of the involved member(s) personnel file shall be sent to the assigned National Servicing Representative, upon request and with proof of consent from the terminated employee.

## **ARTICLE 23 – ARBITRATION**

### **23.01 Notice of Arbitration**

When either party submits a grievance to arbitration, it shall be submitted by registered mail addressed to the other party to this Agreement, indicating its choice for sole arbitrator. Within ten (10) days of receiving that correspondence, the receiving party shall respond by registered mail with its choice of a sole arbitrator. A Board of Arbitration may be used if the parties mutually agree.

### **23.02 Failure to Appoint an Arbitrator**

If the party receiving the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a chair within ten days of their appointment, the appointment of a chair shall be made by the Minister of Labour upon request of either party.

### **23.03 Cost of the Arbitrator**

If a sole arbitrator is used each party shall pay one half of the fees and expenses of the arbitrator that are not covered by the Minister of Labour.

### **23.04 Cost of a Board of Arbitrators**

If a Board of Arbitration is used each party shall pay:

- (a) the fees and expenses of the nominee it appoints; and,

- (b) one-half of the fees and expenses of the Chair that are not covered by the Minister of Labour.

### **23.05 Decision of the Majority of the Arbitrators**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.

### **23.06 Decision of the Arbitrators is Final**

The decision of the sole arbitrator or Board shall be final, binding and enforceable on all parties, and may not be changed. The sole arbitrator or Board shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures before them, but shall not have the power to add, subtract or modify any terms of this agreement.

### **23.07 Time Limits are Mandatory**

The time limits in the arbitration procedure are mandatory. However, the parties may agree in writing to extend those time limits.

### **23.08 Access of Arbitrators to Premises**

All reasonable arrangements will be made to permit the sole arbitrator or Board to have access to the Employer's premises to view any working conditions which may be relevant to the arbitration. If the sole arbitrator or Board wishes to have access to a client's home, permission must be obtained, in advance and in writing, from that client.

## **ARTICLE 24 – EMPLOYEE RESIGNATION**

### **24.01 Notice of Resignation**

Any employee who wishes to resign must provide written notice to the Nurse Manager two weeks prior to the date of resignation.

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

An employee who has terminated their employment through resignation may withdraw their resignation in writing within two (2) business days of the time it was received by the Nurse Managers *above*.

## **ARTICLE 25 – WAGES AND BENEFITS**

### **25.01 Payment of Wages**

The Employer shall pay wages by direct deposit every second Friday in accordance with Schedule "A" of this Agreement provided that the Employer may, with reasonable notice to the Union and to employees (ie. At least sixty (60) days advance notice) change the day for the payment of wages. In each pay period each employee shall be provided with an itemized statement of the employee's wages, accrued vacation and holiday credits, overtime pay and deductions.

### **25.02 Recognition for Placement**

CCAs and Uncertified CCAs will be given recognition for previous experience for the purpose of placement on the wage scale, subject to submitting evidence satisfactory to the Employer of the CCAs and Uncertified CCA's previous experience for the purpose of placement on Schedule A.

CCAs/Uncertified CCAs employed as of December 22, 2025, will have 30 days to submit evidence of experience for placement on the Schedule A. Thereafter, newly hired CCAs and Uncertified CCAs must submit the evidence within 30 days of commencement of employment.

A CCA or Uncertified CCA will not get credit for previous experience if more than three (3) years have elapsed since such work has been completed.

### **25.03 Shift Premiums**

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 6:00 p.m. and 6:00 a.m. The shift premium rate shall be \$2.35/hr.

This premium shall increase to four dollars (\$4.00) per hour effective December 22, 2025.

### **25.04 Weekend Premiums**

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 12:01 a.m. Saturday and 7:00 a.m. Monday. The shift premium rate shall be \$2.35/hr.

This premium shall increase to four dollars (\$4.00) per hour effective December 22, 2025.

### **25.05 Insurance Plan**

The Insurance Plan benefits and coverage shall be available to employees in accordance with the eligibility criteria of the VON National Plan. The Employer and Employee shall cost share the group health plan with the Employer paying 65% of up to Tier II, single, couple or family Health Benefit and the employee paying the remaining.

The Employer and Employee shall cost share the group dental plan with the Employer paying 50% of the monthly cost of the Tier II benefit for Single, Couple or Family, whichever is applicable and the employee paying the remaining.

That is, the Employer will pay a supplement the employee's actual Tier I, Tier II or Tier III (i.e. at the single, couple or family amount) monthly benefit cost with a defined monthly contribution that is equal to the value of the respective Tier II benefit in which the employee participates.

This Article is applicable to a Casual employee.

### **25.06 Pension Plan**

The Employer agrees to continue participating in the VON Canada Pension plan as it is described in the Pension Plan Text.

Casual Employees shall be eligible to join/participate in accordance with the text of the plan(s).

## **ARTICLE 26 - JOB POSTING**

### **26.01 (a) Changes to Employment Status — No Job Posting**

An employee can indicate to the Employer in writing their interest in increasing or decreasing their employment status (eg. full time/part time or an increase or decrease of guaranteed part time hours). Therefore, prior to a posting 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. In such case the senior acceptable candidate will have their status changed accordingly the union shall be notified of the employee's change in status.

**(b) Job Posting**

Where the Employer decides that a new position or vacancy exists within the bargaining unit or where a temporary position exists that is greater than three (3) months, and the Employer determines that the position is to be filled, a notice shall be posted on the VON website <http://www.von.ca/en/careers> .

(c) The posting shall indicate:

(i) the FTE;

(ii) the geographic region of the position;

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

(e) A vacancy in the bargaining unit which cannot be filled with a qualified bargaining unit employee may be advertised externally.

**26.02 Casual Employees**

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

**26.03 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.

**26.04 Non-Bargaining Unit Vacancies**

When the Employer has a job posting for a vacancy outside the bargaining unit, the Employer agrees to post on the VON website.

**26.05 Notice to the Union**

The Employer will make the Local union aware of newly hired employees.

## **ARTICLE 27 - DURATION OF AGREEMENT**

### **27.01 Term of the Collective Agreement**

The term of this agreement shall be from April 1, 2023 to March 31, 2028, 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.

### **27.02 Effective Date of Collective Agreement**

- (a) Except for Appendix "A" or as specifically provided otherwise in this agreement, the terms and benefits of this Collective Agreement shall be effective from the date of signing. The Union shall provide the VON with written or e-mail confirmation of the successful ratification.
- (b) All employees who have terminated employment since March 31, 2023 must submit a written claim to the Employer for such retroactive pay no later than 30 days of the effective date of this agreement

### **27.03 Changes in the Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Such changes shall be done in writing as a memorandum of agreement.

### **27.04 Application of the Agreement in Whole or in Part**

All provisions of this Agreement are subject to applicable laws now or subsequently in effect. If any law invalidates part of this Agreement the rest of this Agreement shall remain in effect.

### **27.05 No Strike, No Lockout**

During the term of this Agreement there shall be no slow down or stoppage of work for any reason by the employees or the Union and there shall be no lockout by the Employer.

Signed this 10 day of Feb, 2026.

**FOR THE UNION:**

Melony Godwin  
Carla Miller  
Marci Belleux  
Kelly Forbes LeBlanc

**FOR THE EMPLOYER:**

Janet Kennedy  
Eun Reid-Boily  
Tara Nix

## APPENDIX "A" - HOME SUPPORT WAGE SCALES

		% Increase: 3.0%		% Increase: 0.5%		% Increase: 3.0%		Special Wage Adjustment: 2.5%		% Increase: 2.0%		Additional Step In Scale: 2.5%		% Increase: 2.0%		% Increase: 2.0%	
Classification		Expired Hourly Rate	Apr.01-23 Hourly Rate	Mar.31-24 Hourly Rate	Apr.01-24 Hourly Rate	Mar.31-25 Hourly Rate	Apr.01-25 Hourly Rate	Mar.31-26 Hourly Rate	Apr.01-26 Hourly Rate	Apr.01-27 Hourly Rate							
Home Support Worker CCA (Meets Criteria)	Probationary Rate	\$21.7932	\$22.4470	\$22.5592	\$23.2360	\$23.8169	\$24.2932	\$24.2932	\$24.7791	\$25.2747							
	Regular Rate	\$23.6275	\$24.3363	\$24.4580	\$25.1917	\$25.8215	\$26.3379	\$26.3379	\$26.8647	\$27.4020							
	After two years							\$26.9963	\$27.5363	\$28.0870							
	Availability Rate (in addition to above)	\$0.5506	\$0.5671	\$0.5699	\$0.5870	\$0.6017	\$0.6137	\$0.6137	\$0.6260	\$0.6385							

		% Increase: 3.0%		% Increase: 0.5%		% Increase: 3.0%		Special Wage Adjustment: 2.5%		% Increase: 2.0%		Additional Step In Scale: 2.5%		% Increase: 2.0%		% Increase: 2.0%	
Classification		Expired Hourly Rate	Apr.01-23 Hourly Rate	Mar.31-24 Hourly Rate	Apr.01-24 Hourly Rate	Mar.31-25 Hourly Rate	Apr.01-25 Hourly Rate	Mar.31-26 Hourly Rate	Apr.01-26 Hourly Rate	Apr.01-27 Hourly Rate							
Uncertified HSW / CCA (Does Not Meets Criteria)	Probationary Rate	\$20.4161	\$21.0286	\$21.1337	\$21.7677	\$22.3119	\$22.7581	\$22.7581	\$23.2133	\$23.6776							
	Regular Rate	\$21.1034	\$21.7365	\$21.8452	\$22.5006	\$23.0631	\$23.5244	\$23.5244	\$23.9949	\$24.4748							
	After two years							\$24.0970	\$24.5789	\$25.0705							
	Availability Rate included above																

**Availability Pay**

The existing availability pay for HSW/CCA and Uncertified CCA will be increased by the economic adjustments and the March 31, 2025, special adjustment but will not be adjusted by the March 31<sup>st</sup>, 2026, step adjustment.

After the additional step is added, the availability pay will be added to the wage rate for all steps including the After year 2 step for HSW/CCA and Uncertified CCA.

The parties have moved to regular scheduling but acknowledge that due to the unique nature of the home support industry, the need to travel between diverse client locations and to respond to last minute schedule changes, staff may be required to accept visits that exceed the scheduled shift in accordance with Article 12. In recognition of such requirements, each employee shall receive availability pay. Availability pay is shown separately in the pay scales for CCAs and is added into the rate for Uncertified CCAs.

**General Economic Increases**

In the event that Uncertified CCAs or CCA classifications employed within a CUPE Long Term Care facility in Nova Scotia receive a greater general % for economic increase in a future agreement of the facility and CUPE during the period between November 1, 2025 – October 31, 2027, CUPE Local 3953 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase but to be applied at the relative timing within the April 1, 2026 – March 31, 2028 time period. CUPE Local 3953 shall advise the Employer in writing of their intention to accept the alternative general economic adjustment, and this agreement will be amended accordingly and not be subject to ratification.

**Classification Adjustments**

In the event that Uncertified CCAs or CCA classifications employed within a CUPE Long Term Care facility in Nova Scotia receive a classification adjustment that is greater than the classifications of Uncertified CCA or CCA in this agreement, during the period between November 1, 2025 – October 31, 2027, CUPE Local 3953 shall have thirty (30) days from the date of ratification of the other agreement to accept the higher rate but to be applied at the relative timing within the April 1, 2026 – March 31, 2028 time period. CUPE Local 3953 shall advise the Employer in writing of their intention to accept the alternative classification adjustment, and this agreement will be amended accordingly and not be subject to ratification.

*Example of "relative timing" referenced above if % increase or classification adjustment is in effect for a CUPE LTC facility on November 1, 2025 then relative timing for % increase for Home Support is April 1, 2026, etc.*

**MEMORANDUM OF AGREEMENT #1**  
**Between**  
**VON and CUPE Local 3953**

**Re: PRINCIPLES OF A CASUAL EMPLOYEE RELATIONSHIP**

1. A Casual employee will provide their availability in writing to the Employer. A change in availability requires the approval of the Employer and approval shall not be unreasonably denied.
2. Casual Employees may be assigned to work without advance notice based on their previous availability, have assignments changed without advance notice or cancelled and there shall be no financial penalty on the Employer, except as outlined below.
3. Once assigned to a client the casual employee shall:
  - (a) Check their Devices for any changes or cancellations of client visit(s) prior to leaving home or elsewhere to attend to their first client of the day;
  - (b) Check their Device at the completion of a client visit and before commencement of the travel to the next expected client visit to confirm that next assignment.
  - (c) Be compensated up to a maximum of two (2) hours pay for a client visit that is "cancelled at the door". That is; if the casual travels to a client after having checked their Device to confirm the visit and the client visit is at that point of arrival cancelled, the casual shall be compensated for the visit (up to 2 hours pay unless the visit time is replaced with an alternate assignment).
  - (d) If a client visit is cancelled by the Employer, after the Casual Employee has left their home to attend to a client visit, all kilometres and travel time shall be paid by the Employer for the exception of the first twelve (12) kilometres.
4. Casual Employees must be available in accordance with the VON Guidelines.
5. In the event that a Casual employee does not work forty (40) hours in a three (3) month period, excluding approved periods of unavailability, the employment of the Casual employee may be terminated at the discretion of the Employer for not fulfilling their availability requirements.

6. Casuals will submit their period of availability monthly, prior to the 15<sup>th</sup> of every month as directed to the Employer.
7. If the Employer has concerns with a Casual's availability, they will arrange a meeting with the Casual and a Union representative to discuss.

Signed this 10 day of Feb, 2026.

**FOR THE UNION:**

Melony Godwin  
Carla Miller  
Marci Belleux  
Kelly Forbes LeBlanc

**FOR THE EMPLOYER:**

Janet Kennedy  
Eun Reid-Boily  
Tara Nix

**MEMORANDUM OF AGREEMENT #2**  
**Between**  
**VON and CUPE Local 3953**

**Re: LATE EVENING ASSIGNMENTS.**

The parties recognize the need to provide VON client services throughout the 24 hours of a day. It is further recognized that where client assignments require an employee to work throughout the late evening period (i.e. 11 pm to 7 am) the following principles will apply in addition to the collective agreement:

- All employees will be offered the opportunity to work such available late evening client assignments (i.e. volunteer)
- Where there are more volunteers for a late evening assignment than required, the VON will award the assignment on the basis of seniority with due consideration of Article 12.06 (a).
- Where there are insufficient volunteers for a late evening assignment the VON will determine the employee to work in accordance with Article 12.08. The VON will not normally require an employee to work a late evening assignment with less than 24 hours advance notice.
- In the event that the assignment of employees to work late evenings exists to the extent that there have been 56 or more hours of work assigned per week then the parties will meet to explore staffing options.

Signed this 10 day of Feb., 2026.

**FOR THE UNION:**

Melony Godwin  
Carla Miller  
Marci Belleux  
Kelly Forbes LeBlanc

**FOR THE EMPLOYER:**

Janet Kennedy  
Eun Reid-Boly  
Tara Nix

**MEMORANDUM OF AGREEMENT #3**  
**Between**  
**VON and CUPE Local 3953**

**Re: DUTY TO ACCOMMODATE**

In circumstances where an Employee may be unable to perform the regular duties of their position due to a mental or physical disability and is requesting an accommodation that will impact the collective agreement, the Employer will explore options for accommodation with the employee. The employer will advise the Union of the accommodation. If the Union is not in agreement with the accommodation, the parties will meet to review the proposed accommodation.

The parties agree to work together to consider how the Employee's disability can be accommodated without causing undue hardship to the Employer, the Employee or the bargaining unit.

An Employee with a disability is expected to inform the Employer of the need for accommodation and is expected to participate fully in this process. Employees with a disability have an obligation to accept reasonable accommodation solutions.

In considering the feasibility of accommodation options, the Employer may consider modifications of the duties, shifts and/or orientation of the Employee.

Agreements between the parties regarding the accommodation of an Employee shall be in writing. The Agreement shall contain provisions regarding the process which will be followed by the parties in the event there is a change in the accommodated Employee's circumstances. Where Collective Agreement modifications are agreed to by the Employer and Union, these are made on a without prejudice and case by case basis.

Signed this 10 day of Feb, 2026.

**FOR THE UNION:**

Melony Goduan  
Carla Miller  
Marci Belleux  
Kelly Forbes LeBlanc

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Janet Kennedy  
\_\_\_\_\_  
Eun Reid-Boily  
\_\_\_\_\_  
Tara Nix  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT #4**  
**Between**  
**VON and CUPE Local 3953**

**Re: Supporting Student Placements**

To ensure that Employees have adequate time to support CCA student placement, the parties agree to meet within 30 days of the date of signing to discuss visit scheduling when an Employee has a student placement to ensure that adequate visit time is booked to allow the Employee to support the CCA student placement.

Signed this 10 day of Feb, 2026.

**FOR THE UNION:**

Melony Arthur  
Carla Miller  
Marci Belleux  
Kelly Forbes LeBlanc

**FOR THE EMPLOYER:**

Janet Kennedy  
Eun Reid-Bailey  
Tara Nix