

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, 2015

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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, Amherst, 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) "Additional Work or Additional Client Visits"

shall mean work or client visits inside of the employee's approved block of

availability for their guaranteed hours which are in addition to the employee's guaranteed hours of work.

b) "Agreement"

means the Collective Agreement between VON Canada Nova Scotia Branch

c) "Availability Block"

means that approved period of availability for each employee under Article 12.02 and 12.03 within which their hours of work are scheduled.

d) "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. A casual employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

e) "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.

f) "Employer"

VON Canada Nova Scotia Branch (VON Cumberland).

g) "Extra Work or Extra Client Visits"

shall mean work or client visits outside of the employee's approved block of availability for their guaranteed hours which are in addition to the employee's guaranteed hours of work.

h) "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. For the purposes of the VON Canada Pension Plan and Benefit Plans only, a full-time employee includes an employee who is regularly scheduled over a six-month period to work a minimum average of eighteen point seven five (18.75) hours per week.

i) "Geographic Region"

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

j) "Guarantee" or "Guaranteed"

when used in reference to schedules and hours of work, means the minimum number of hours for which an employee is paid on a daily or biweekly basis, unless otherwise absent without pay.

k) "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.

l) "Office Day"

means Monday to Friday excluding Saturdays, Sundays and holidays listed under Article 13.

m) "Part-time Employee"

is an employee who is guaranteed hours in accordance with Article 12.03 and is scheduled to work less than eighty (80) hours in each two (2) week pay period as indicated in Article 12.03. A Part-time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

n) "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.

o) "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.

p) "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.

q) "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. This includes a same-sex partner for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.

r) "Union"

Canadian Union of Public Employees

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 (up to age 65 years); 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

The Parties are committed to providing a harassment-free workplace.

- a) 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

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 The Employer shall provide the following information annually in electronic format:

- (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, he or she 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 her Union steward or representative. The Employer shall provide the new employee with either a copy of the collective agreement or inform the employee regarding electronic access to a copy of the agreement as set out in Article 7.01.

<http://www.novascotia.cupe.ca/filemanager/collective/>
<http://www.von.ca/en/links/default.aspx#n>

- (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 chair-persons 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 her alternate shall obtain permission of his/her immediate supervisor before leaving his/her 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 her normal duties, the steward shall notify her supervisor.

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 Bargaining Committee may have the assistance of a representative of CUPE when negotiating a collective agreement.

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 and agreed availability. The document shall not be the basis of a grievance related to employee availability or employment status

9.08 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 insure 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

Effective the date of ratification of this Agreement, seniority shall be based on an employee's most recent date of hire within the Bargaining Unit. Seniority held by Bargaining Unit members on the date of ratification will be grand-parented.

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. The seniority list shall be posted on the Union bulletin boards within thirty (30) days of the signing of the Collective Agreement, and annually thereafter by January 31 of each year. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded in writing to the **Director of People and Organization** 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;
- (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; or,
- (f) the employee retires.
- (g) the casual employee fails to meet the availability for work requirements as agreed between the employee and the employer.

11.04 Seniority of a Probationary Employee

A probationary employee shall not accumulate seniority but on successfully completing the probationary period shall have seniority from date of hire in the bargaining unit.

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.

- (a) The normal hours of work shall include;
- I. direct hours of client care,
 - II. paid breaks as per Article **12.01(b)**,
 - III. travel time between clients,
 - IV. travel time as per Article **12.01(c) (d)**,
 - V. travel time and time spent at meetings called by the Employer. In calculating travel time for staff meetings and meetings with individual employee(s) called by the Employer, such a meeting is treated the same as a client visit.
 - VI. time spent in assigned tasks related to mentoring of students,
 - VII. fifteen (15) minutes per day of work for administrative tasks. Administrative tasks include, but are not limited to:
 - i. calls to/from the office for changes in clients/schedules,
 - ii. preparation of client reports,
 - iii. routine paperwork
 - iv. reports (e.g. client event reports, progress notes, OH&S safety check reports
- (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 17.01(d) in which case the border of the Geographic Region shall be considered her home.

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

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

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

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

12.03 Part Time Employees

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

12.04Casual Employees

Casual employees shall not be guaranteed hours per day or per biweekly pay period. Casual employees are not subject to the provisions of Articles **12.02, 12.03, 12.05, 12.06, 12.10, 12.11, 12.12(b), 12.13 and 12.17.**

12.05Changes to Availability

Part time employees shall indicate to the Employer their willingness to be assigned to additional or extra work beyond their guaranteed hours and/or their availability block. Employees shall be classified as "available" or "not available" and changes to an employee's availability shall be made to the Employer in writing. Subject to operational requirements such a request shall not be unreasonably denied.

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

12.06 Changes in Number Needed for Particular Time Frame

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

12.07 Assignment of Work

- (a) Subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences and provided that the employee is available and possesses the required skills, abilities and qualifications to meet the needs of the client(s), employees will be assigned work.
- (b) Where the employee's daily assignments are less than the hours of work required for a full shift, the employee shall, at the earliest opportunity:
 - 1. indicate their availability to Caseload Planners, and;
 - 2. accept alternate assignments including, but not limited to, client visits or HSW related education, or;
 - 3. update relevant client charts, or;
 - 4. with the Employer's approval, take the time not worked off without pay, or;
 - 5. with the employer's approval, use comp time, vacation or stat time for the time not worked.

- (c) Where the employee is not otherwise assigned sufficient hours of work required for a full shift the employee **will check their voicemail, 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).

Notwithstanding the above, the Employer shall make a reasonable effort to assign work to employees as efficiently as is possible (eg. Continuous blocks of work).

12.08 Weekend Assignments

- i) The employer will endeavour 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 employee's previously scheduled to work the weekend, in order of seniority. Such time not worked shall be without pay or at the employees discretion may choose comp time, vacation time or stat time for the time not worked.

12.09 Evening Shift Assignments

- (a) The employer will endeavour to develop a rotation that minimizes the number of evening shifts assigned for all employees.

- (b) In any event, a rotation of evening shifts to work shall be developed in such a way as to normally provide for no evening shifts assigned to employees within the top approximately 25% on the seniority list. Such senior employees can forego their right of exemption (in writing) and thereby volunteer to work evening shifts and in such case the next senior employee will be exempted.
- (c) For the remaining 75% of employees the rotation shall provide for a schedule based on the ratio of a minimum availability of one (1) shift of evening assignment for each four (4) shifts of day assignments in each five day period or one week (5 days) within a five week period, or some other mutually agreeable ratio of 1 in 5.
- (d) Employees shall be permitted to volunteer to work more evening shifts than indicated above or to volunteer to work a full rotation of only evenings.
- (e) However it is recognized that if the evening shift rotation requires a number of staff that is greater than will be provided for by the 1 shift in 5 availability as set out above and by the volunteers for evening shift assignments as above then the needed shifts will be equitably distributed among the 25% of the bargaining unit least senior employees up to the extent needed to meet the staffing demand.
- (f) In the event that it is possible to provide an evening shift rotation that requires fewer employees to work on the evening shifts than had been provided for in the rotation as set out in (e) above then the reduced number of employees assigned shall apply to the 25% least senior group of employees in the order of seniority.
- (g) Should fewer employees be required to work on an evening shift than were scheduled then such additional evening shifts off shall normally be offered to employee's 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 employees discretion may choose comp time, vacation time or stat time for the time not worked.
- (h) The Employer will endeavor to schedule this evening assignment in such a way as to respect art. **12.15 (b)** but in any event will ensure that an employee shall be provided with a minimum of 8 hours off between her last client visit of the day and her first client visit on a subsequent day, unless mutually agreed otherwise by the Employer and the employee. This is inclusive of the employee paid travel time.

12.10 Schedule of Client Assignments

The Employer shall distribute (normally by fax) a notification to each HSW indicating their respective client or other assignments. This regular advance notification will be provided

on Friday of each week for the following Tuesday, Wednesday and Thursday and on Tuesday of each week for Friday, Saturday, Sunday and Monday.

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

12.11 Assignment of Available Hours on and Between Schedules

Subject to Article 12.07, when preparing assignments the Employer shall, prior to hours being offered to Casual employees, offer any hours which are not needed for replacement of hours as provided in Article 12.05 and 12.12, to Part Time employees who are available to work on the basis of seniority where the part timer has worked less than twelve (12) hours for the day or eighty (80) hours in the biweekly period.

The Employer may, with twenty-four (24) hours notice or more to the affected Part Time employee, reassign any previously assigned Extra Work or Extra Client Visits to another Employee if required to fill the guaranteed hours of such other employee.

12.12 Client Cancellations - Downtime

- (a) Where there is a client cancellation the employee shall, at the earliest opportunity, indicate their availability to the **Caseload Planner /Client Service Associate** and accept alternate assignments including turnbacks, office work or with the Employer's approval, take the time not worked off without pay or use comp time, vacation or stat time for the time not worked. Where the employee is not otherwise scheduled for their full guaranteed hours the employee is expected to check their voice mail for assignments at the start of their availability block, at the end of each client visit as well as every thirty (30) minutes during each period of down time (excluding breaks). When an employee has a client visit cancelled during their approved period of availability for their guaranteed hours the employee shall be paid their actual kilometrage incurred.
- (b) **Where a client has not provided to VON and/or the employee a 24 hour advance notice of cancellation of the scheduled visit the employee shall report such cancelled visit on their respective Report of Service. Where the employee is not otherwise assigned and/or has unscheduled time in the day, it is understood that the maximum time to be reported/claimed as a cancellation shall be 2 hours.**
- (c) An employee may choose to take leave without pay rather than accept an offer of an alternate assignment to replace a cancelled Extra Client Visit, and if she does so, or, if the Employer is unable to contact the employee because the employee fails to respond to a voice message left by the Employer in accordance with Article 12.12(a), the Employer is not required to pay for the cancelled visit nor

make any further effort to replace the cancelled hours. Alternate assignment(s) under this Article 12.12 shall not be considered as overtime.

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

12.14 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.

12.15 Minimum Rest Period

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

12.16 Minimum Meal Break

With the exception of a client visit of greater than four (4) hours, the Employer shall not require an employee to work more than four (4) hours without a half-hour unpaid meal break. The employee may choose in writing to have such breaks scheduled or will otherwise waive their right to such breaks.

12.17 Callback Compensation

- (a) A callback occurs where an employee reports back to work not previously scheduled after the employee leaves from their last client visit of the day or before her next regularly scheduled client assignment, and also occurs if an employee reports for work not previously scheduled on her day off.
- (b) A callback does not occur where the client assignment is continuous with the employee's regularly scheduled client assignments for the day or where the client assignment falls within approved extra or additional availability for Part Time employees, or where the client assignment is accepted by the employee during her regularly scheduled day even where the client assignment is not continuous with the employee's regularly scheduled client assignments for the day.

- (c) Employees 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 12.07(a) and where operationally possible, a call back shall be offered to the bargaining unit and awarded to the most senior volunteer. However; if there are no volunteers VON will endeavor to assign the call back to an employee from the least senior 25% of employees who are or have been at work that day. Call back assignments will be distributed to the least senior 25% on an equitable call back assignment basis.

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

12.19 Availability Pay

Due to the unique nature of the home support industry, the need to travel between diverse client locations and to respond to last minute schedule changes, staff are required to be available for a period of unpaid time during each shift which often results in split shifts. In recognition of such requirements, each employee shall receive twenty seven point seven cents (\$0.277) per hour for all hours paid.

Note: the availability rate (0.277) is to be adjusted by the economic increases as set out in Appendix A.

Apr 1, 2012 +2% = (0.2825)
Apr 1, 2013 +2.5% = (0.2896)
Apr 1, 2014 +3.0 = (0.2982)

12.20 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".

12.21 Overtime Eligibility

All overtime must be authorized by the **District Executive Director** or delegate.

12.22 Overtime Allocation

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

12.23 Overtime Bank

Overtime pay shall be banked for each employee and paid out following receipt of reasonable written notice from the employee. Such notice must be given on the employee's timesheet. Overtime banks in excess of eighty (80) hours may be paid out 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.

12.24 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 seniority accumulated up to the date of leaving the Unit, but will not accumulate any further 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).

ARTICLE 13 - HOLIDAYS

13.01 Holidays

(a) Holidays are defined to be as follows:

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

(b) **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 (1/2) 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"

13.02 Holiday Pay

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

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 notice must be given on the employee's timesheet.

13.04 Compensation for Time Worked on a Holiday

Employees' who are required to work on the actual date of any of the recognized holidays listed in Article 13.01, shall be paid at the rate of time and one-half (1.5 x) 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.

13.05 Holiday Availability List for Employees

- (a) Prior to March 31 of each year, employees shall notify the Employer in writing of a minimum of four (4) holidays (other than Christmas or New Year's Day which will be distributed equitably amongst all employees in accordance with Article 13.06) for which they are available to work. Employees may also indicate their availability to work on additional holidays. Subject to Article 12.07 (a) and Article 14.04, the Employer shall schedule employees for holidays giving preference based on seniority.
- (b) If client needs on a holiday cannot be met by the employees under Article 13.05 (a) above, the Employer may assign such additional holiday client visits to employees in reverse order of seniority.
- (c) If client needs on a holiday result in fewer employees being required to work than were designated, then such additional holidays off shall be assigned in order of seniority to employees who, pursuant to Article 13.05 (a) above, indicated a desire to be off on such holiday.
- (d) When an employee is scheduled off on a holiday which falls on a day the employee would normally work, such employee will have their guaranteed hours for the pay period in which the holiday falls reduced by the number of guaranteed

hours applicable to that holiday. Employees who are not scheduled to work on a holiday may request, on their time sheet, to have the holiday paid out of their holiday pay bank.

- (e) The above provisions of (a) (b) (c) and (d) do not apply to casual employees.

13.06 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.

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 (8th) 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 (15th) 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 (25th) 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).

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

14.03 Vacation Year Defined

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

14.04 Scheduling Vacation Time Off

- (a) The Employer will make all reasonable efforts to accommodate the wishes 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 in writing by March 31 and the Employer shall respond in writing by May 15th indicating whether or not the employee's request is authorized. 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 in writing by July 31 and the Employer shall respond in writing by September 15th indicating whether or not the employee's request is

authorized. 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 six (6) 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

Where an employee becomes hospitalized during her 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.

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 31st 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.

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 one (1) hour of sick time credit

for each (21.66) regular hours paid to a maximum accrual of ninety-six (96) hours per calendar year. The employee may accrue sick time credits to a maximum total accrual of four hundred and eighty (480) hours.

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 be scheduled their guaranteed hours following receipt of written notice of return, in the next schedule period to be prepared in accordance with Article 12, even if it means reassigning client visits from the most junior employee(s).

15.05 Medical Certificate

- (a) For all employees, the Employer reserves the right to require medical certification and/or a prognosis of an employee's recovery as it relates to the employee's ability to perform the duties of their position and to provide regular and reasonable attendance at work.
- (b) Where an employee is required to submit detailed medical certificates or reports (excluding routine medical certificates which may be required under Article 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 as well as leave for family illness. The employee must give reasonable notice to her Supervisor or delegated official. Such leave shall be deducted from sick leave credits. The Employer may require proof of the need for such leave as considered necessary.
- b) 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.

- c) Leave for medical or dental appointments shall be limited to the time required to attend the appointment plus reasonable travel time.

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

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

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 pregnancy prior to the commencement of; or the ending of, pregnancy leave granted in 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 she has applied for, and is eligible to receive Employment Insurance (E.I.) Benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

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

16.08 Parental and Adoption Leave

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

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during 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 fifty-two (52) weeks after the parental leave began as determined by the Employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the employee is entitled exceed a maximum of fifty-two (52) weeks.

- (b) The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 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 fifty-two (52) weeks after the child or children first arrive in the Employee's home.
- (c) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the leave began.

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 she/he has applied for and is eligible to receive employment insurance (E.I.) Benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. plan will consist of the following:
 - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-time Employee, such weekly rate of pay will

be multiplied by the fraction obtained from dividing the Employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.

- (d) Where an employee becomes eligible for a salary increment 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 she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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 his or her intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the employee. When 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. 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.

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.

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.

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 tour of duty for that day.
- (b) If a death occurs in the immediate family of an employee, (i.e. spouse, father, mother, guardian, sister, brother, step brother, step sister, son, daughter, step-parent, step child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a relative permanently residing with the employee or with whom the employee permanently resides; and a father, mother, son or daughter of a spouse, or a person for whom the employee is a Guardian) the employee shall be granted *five (5)* consecutive days of bereavement leave commencing on the calendar day following the day of the death of the family member. The employee shall not have a loss of regular pay for shifts not worked during the bereavement leave.
- (c) In the event of a death of an employee's step-grandchildren or step-grandparents, the employee shall be granted three (3) consecutive work days bereavement leave commencing on the calendar day following the day of the death of the family member. The employee shall not have a loss of regular pay for shifts not worked during the bereavement leave.

- (d) In the event of the death of anyone permanently residing in the employee's household or anyone with whom the employee permanently resides the employee's aunt, uncle, niece or nephew, the employee shall be granted one(1) day bereavement leave granted on the day of the funeral. The employee shall not have a loss of regular pay for a shift not worked on that day.
- (e) If a death occurs for which bereavement leave is provided under this Article, and the Employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days.
- (f) In the event that the funeral for any of the persons listed in Articles 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.
- (g) Based on operational requirements, the primary home support employee shall be entitled to leave without loss of pay or benefits for up to a maximum of four (4) hours to attend the funeral of a client who is still on the caseload and who has been under the employee's care for a minimum of one (1) year. This leave shall apply to only one employee per client.

16.17 Bereavement Leave While on Leave of Absence for Vacation Time Off

If an employee is on leave of absence for vacation time off at the time of the bereavement of an immediate family member as defined in Article 16.16 (a), (b) or (c), (d) the employee shall be granted bereavement leave without loss of regular pay or benefits based on their regular scheduled hours of work for that period had they not been on vacation and be credited the appropriate number of hours to the employee's vacation credits.

16.18 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.

16.19 Bereavement Leave Eligibility

- (a) An Employee on leave of absence without pay, 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.

16.20 Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- the spouse of the Employee,
- a child of the Employee or a child of the Employee's spouse,
- a parent of the Employee,
- the spouse of a parent of the Employee, or
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*

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

The Employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

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

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

16.21 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 attend as 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.

16.22 Deductions of Court Fees

Any Employee given leave of absence without loss of pay to serve pursuant to Article 16.21 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.

16.23 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.

16.24 Notification of Training Programs

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

16.25 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.

16.26 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.

16.27 Critical Condition Leave

Employees shall be granted leave of absence without pay for up to two (2) days for a critical condition which requires her/his personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when she/he is normally off duty.

16.28 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.

16.29 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) Reimbursement for Travel

For travel in providing client services, an employee shall be paid either at a daily rate per working day or at the rate of forty two point eight seven (\$0.4287) cents per km. This adjustment shall become payable effective April 1, 2012 according to whichever method of reimbursement the employee has claimed.

Effective April 1, 2014 the rate shall become \$0.4379/km.

The daily rate shall become \$15.50 on April 1, 2012.

Any changes to the Provincial Civil Service kilometer rate subsequent to April 1, 2014 shall be made to the kilometer rate hereunder.

- (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.
- (c) Where an employee is not scheduled for consecutive visits in a work day, the employee shall be reimbursed for km actually driven from the client before any such gap in the work schedule to home and from home to the next client after such gap.
- (d) Where the employee lives or moves outside the Geographic Region, the Geographic Region border shall be considered her home for the purposes of Article 17.01 (b) and (c).
- (e) The employee shall submit travel expenses at the end of each week.
- (f) Travel reimbursement shall be paid every pay period.

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 a maximum of 85% of the employee's gross wages. 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.
- 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 his/her regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.**

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.

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 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 discharged or suspended without pay, the Employer shall notify the employee in writing stating the reason for the discharge or suspension. The Employer shall also notify the Union.

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 Human Resources 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

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 **District Executive Director** 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.

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.

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 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 \$1.75/hr. **Effective Mar 31, 2015 this rate shall become \$1.85/hr.**

25.03 Weekend Premiums

An employee shall receive a premium in addition to the regular rate of pay for all hours worked between 12:01 Saturday and 7:00 a.m Monday. The shift premium rate shall be \$1.75/hr. **Effective Mar 31, 2015 this rate shall become \$1.85/hr.**

25.04 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 Single Dental Benefit and the employee paying the remaining.

Effective April 1, 2009 the Employer and Employee shall cost share the group dental plan on the basis of 50% of the monthly cost of the Tier II benefit for Single, Couple or Family, whichever is applicable.

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.

25.05 Pension Plan

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

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 Employer's toll free job line.

(c) The posting shall indicate:

- (i) the guarantee level and availability block for the position;

- (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 written notice of such job posting at each **Site Office**.

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, 2012 to March 31, 2015** and thereafter, from year to year, unless or until either party gives notice in writing to bargain during the three (3) month period preceding the expiry date.

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 2014. The Union shall provide the VON with written or email confirmation of the successful ratification.
- b) All employees who have terminated since **March 31, 2012** must submit a written claim to the Employer for such retroactive pay within 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.

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 14 day of May, 2014

FOR THE UNION:

K LeMoine
Susan Atkin
John Moore
Kelly LeBlanc
Sx Dxt

FOR THE EMPLOYER:

Joni Mealy
Rene Gadey
Matthew Reid
Linda Ward

APPENDIX "A" - HOME SUPPORT WAGE SCALES

	% change	Probationary	Regular	Availability premium Article 12.19
Expired rate		15.84	16.39	
April 1, 2012	+2%	16.16	16.71	+0.2825/hr
April 1 2013	+2.5%	16.56	17.13	+0.2896/hr
April 1, 2014	+3%	17.05	17.65	+0. 2982/hr

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

MEMORANDUM OF AGREEMENT #1

Between

VON and CUPE Local 3953

Re: PRINCIPLES OF A CASUAL EMPLOYEE RELATIONSHIP

1. Casual Employees shall confirm in writing to the Employer:
 - (a) Their understanding of their membership in the Union and of the expectations and requirements of a casual employee relationship
 - (b) Their availability in accordance with the minimum standard required as follows:

Current casual employees will be available for a minimum of an average of one day per week. Effective on the date of signing newly hired casual employees will be available for a minimum of an average of three days per week.

Current casual employees will be available to be appointed for a minimum of an average of one weekend in each four week period. Effective on the date of signing newly hired casual employees will be available for a minimum of an average of two weekends in each four week period.

 - A weekend shall mean the period 7 am Saturday to midnight Sunday night.
 - To be available on any day of the week for a minimum of a 10 hour period that will include a mix of a day or an evening or an overnight assignment.
 - To be available to be appointed to clients visits for a minimum of four holidays per year.
 - (c) Their availability beyond the minimum standards as set out above.
 - (d) Their availability by the 15th of each month for the following month.
2. A Casual employee who wishes to change their availability must apply in writing to the Employer for such change. A change in availability requires the approval of the Employer and approval shall not be unreasonably denied
3. With the approval of the Nurse Manager a Casual employee may indicate that they are available on a day previously unavailable and may then be considered for a shift change with another employee of the casuals choosing..
4. Casual Employees may be assigned to work without advance notice or have assignments changed without advance notice and there shall be no financial penalty on the Employer.
5. Casual Employees may have their work assignment(s) cancelled and there shall be no financial penalty on the Employer.

6. A casual employee may be removed from the casual list if the District Executive Director or designate determines that there has been a demonstrated and unacceptable availability. Unacceptable availability can include such events as:

- (a) a failure to meet the minimum availability standard or;
- (b) to have an extended period of no availability or;
- (c) occasions of successive refusals such as 3 consecutive client assignments.

7. Once assigned to a client the casual employee shall:

- (a) Check their Voice Mailbox 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 Voice Mailbox 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 2 (two) 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 Voice Mailbox 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 visit).

Signed this 14 day of May, 2014.

FOR THE UNION:

*LeMoine
Kelly LeBlanc
John Moore
Duson Atkins
St Dent

FOR THE EMPLOYER:

Gene Mealy
Carol Guly
Markus Reid
Linda Ward

MEMORANDUM OF AGREEMENT #2
Between
VON and CUPE Local 3953

Re: ARTICLE 18.05 AND WORKERS COMPENSATION

A Joint Provincial Committee will be struck to develop guidelines for how employees should be compensated under the existing language. These guidelines would include instructions for the correct application of the top-up while in receipt of WCB benefits. The guidelines would be used by Employers to correctly apply WCB language.

Signed this 14 day of May, 2014.

FOR THE UNION:

L. LeMay
J. H. D. A. T.

FOR THE EMPLOYER:

E. Jane Mealy
Rose Paulley

MEMORANDUM OF AGREEMENT #3
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 12.07(a).
- Where there are insufficient volunteers for a late evening assignment the VON will determine the employee to work in accordance with Article 12.09. 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 14 day of May, 2014.

FOR THE UNION:

K. L. Moine
A. R. D. J.

FOR THE EMPLOYER:

E. J. McLean
Paul Finley

MEMORANDUM OF AGREEMENT #4
Between
VON and CUPE Local 3953

Re: SICK LEAVE BENEFITS AND CATHY MACLEOD

1. The above named Home Support Worker shall have sick leave accrual in excess of 480 hours.
2. The following accrued sick time benefits will be considered surplus sick time credits and will only be used once the sick leave entitlement defined in Article 15.02 has been exhausted.
 - a. Cathy MacLeod – 379 hours

Signed this 14 day of May, 2014.

FOR THE UNION:

L. L. Morrie
St. J. J.

FOR THE EMPLOYER:

E. Jane Macleod
Russell C. C. C.