

**STAFFING OFFICERS  
AND ADMINISTRATIVE SUPPORT  
COLLECTIVE AGREEMENT**

between

**Northwood Homecare Limited**  
(Hereinafter referred to as the "Employer")

and

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

**April 1, 2007 to March 31, 2010**

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**NOTE** For ease of reference an asterisk (\*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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## ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS\*

### 1.01 Definitions\*

**"Agreement"** – the Staffing Officers and Administrative Support Collective Agreement between Northwood Homecare Limited and the Nova Scotia Government and General Employees Union.

**"Bargaining unit"** - is the unit for collective bargaining described by Labour Relations Board Certification Order #5033 covering all persons employed by Northwood Homecare Limited as Staffing Officers and administrative support, including the Intake Coordinator.

**"Casual employee "** - means a person who is not regularly scheduled and who works on an ad hoc basis. The benefits of the Collective Agreement do not apply to Casual Employees.

**"Employee"** - means a member of the bargaining unit.

**"Employer"** - Northwood Homecare Limited

**"Full-time employee"** - means an employee who is regularly scheduled to work eighty (80) hours in each bi-weekly pay period.

**"Holiday"** - means 24-hour period commencing at 12:01 a.m. on the day designated as the holiday as per Article 14.

**"Part-time employee"** - means an employee who is hired to work less than eighty (80) hours in each bi-weekly pay period on a regular basis. A Part-Time employee shall receive the wage rate and applicable benefits on a pro-rata basis according to her paid hours of work, except as otherwise specified in the Collective Agreement.

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

**"Regular hours paid"** includes hours paid by the Employer including paid holidays, paid vacation and paid sick leave (both expressed in paid hours), paid Union leave reimbursed by the Union as provided in Article 6.01 and any other paid leaves for which an employee is compensated by the Employer, but excludes overtime hours, and hours paid by a third party

including Worker's Compensation Benefits. In no event shall regular hours paid in any one year exceed 2080 hours.

- \* **"Seniority"** - means the length of continuous employment dating from the last date of hire within the bargaining unit.
- \* **"Service"** - means the length of continuous employment dating from the last date of hire with the Employer.

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

**"Temporary Employee"** is one who is hired for a period of more than thirty (30) days but less than two (2) years without the intention of becoming regular. Temporary employees shall be subject to the provisions of this Agreement, except that they shall not be entitled to accumulate seniority. If a Temporary Employee becomes a Regular Employee without a break in service, her employment and seniority date shall be her first day of continuous employment as a Temporary Employee. If the employment of an employee appointed to a position on a temporary basis is to be terminated for reasons other than wilful misconduct or disobedience or neglect of duty, the Employer shall advise the employee in writing not less than ten (10) days prior to the date of termination.

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

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

## 1.02 Gender

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

## ARTICLE 2 - RECOGNITION

### 2.01 Bargaining Agent Recognition

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

## **2.02 Mutual Agreements**

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

## **ARTICLE 3 - UNION DUES - CHECK OFF**

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

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

### **3.02 Notification of Deduction**

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

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

- (a) The Employer shall send the amounts deducted under Article 3.01 to the Secretary-Treasurer of the Union by one monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf. At this time, the Employer shall also advise the Union in writing of all appointments, leaves of absence greater than two (2) weeks, and terminations that occurred in the previous month.
- (b) Where operationally feasible, the Employer endeavours to provide the following information and endeavours to provide it in electronic form:
  - i. the name of each Employee
  - ii. the corresponding appointment status of each Employee
  - iii. the corresponding amount of dues remitted on behalf of each Employee

Unless an individual Employee directs in writing to the Employer not to provide the Union with his/her address within 90 days of signing this Agreement, the Employer endeavours to provide the Union the last known address of each Union member within a reasonable period of

time following 90 days after the signing of this Agreement. Upon hire and except where the new Employee directs in writing not to provide his/her address, the Employer endeavours to provide the Union with the new Employee's last known address.

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

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

### **3.05 Religious Exclusions**

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

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

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

### **4.02 No Discrimination for Union Activity or Political Belief**

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

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 Management Rights**

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage Northwood Homecare Limited under its control and to direct the workforce is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

## **5.02 Consistent Application**

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

## **ARTICLE 6 - UNION BUSINESS**

### **6.01 Leave Without Pay**

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

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

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

## **6.02 Notification to Employer**

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

## **6.03 Contract Negotiations**

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

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

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

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

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

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

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

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

### **7.01 Grievance Procedure**

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

- (a) Step 1 - The dispute shall be discussed between the employee and the immediate supervisor within ten (10) working days after the date on which the grievor first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the grievance. The aggrieved employee shall have the right to have her steward present at such a discussion. The immediate supervisor shall answer the dispute in writing within ten (10) days of the discussion, unless the Union agrees to extend this time limit.
- (b) Step 2 - If the dispute is not resolved at Step 1, the employee or the Union on their behalf shall submit a written grievance to the Senior Director or their designate within ten (10) days of the date the Union receives the Employer's answer at Step 1 and the Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time, and shall respond in writing within ten (10) days after the grievance is submitted.
- (c) Step 3 - If the grievance remains unresolved after Step 2, the matter may be submitted to Arbitration within sixty (60) days of the date the Union receives the Employer's response at Step 2.
- (d) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. The time limits under the Grievance Process are directory.

### **7.02 Policy Grievance**

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

### **7.03 Referral to Arbitration**

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator agreed to by the parties. If the Employer and the Union fail to agree upon the appointment of the arbitrator within ten (10) working days of notice of arbitration in accordance with Article 7.01 (c), the appointment shall be made by the Provincial Minister of Labour.

### **7.04 Arbitration Procedure**

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

### **7.05 Arbitration Expenses**

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

### **7.06 Arbitration Award**

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

### **7.07 Sexual Harassment and Personal Harassment**

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

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

### **8.01 Entries to Files**

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

### **8.02 Just Cause**

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

### **8.03 Notification**

When an employee who has completed her probationary period is discharged, or suspended without pay, the Employer shall within ten (10) days, notify the employee and the Union in writing by certified mail, or personal delivery stating the reason for the discharge or the suspension without pay. Grievances relating to dismissal and suspension shall be filed at Step 2 of the grievance procedure within fifteen (15) week days of the Union receiving notice.

### **8.04 Purging Files**

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

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

- (a) An employee shall have the right to have her steward or Union representative present at any disciplinary meeting. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, of the subject of the meeting, in order that the employee may contact her steward or Union representative and so that the employee can appropriately prepare for

the meeting, provided this does not result in undue delay of the appropriate action being taken.

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

## **8.06 Support for Rehabilitation**

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

# **ARTICLE 9 – INFORMATION**

## **9.01 Copies of Agreement**

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

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

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

## **9.02 Letter of Appointment**

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

### **9.03 Seniority List**

An updated seniority list shall be posted in the workplace on the next work day following January 1 each year. The Employer shall send a copy of this list to the Union. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as posted or corrected, provided that any errors found and corrected prior to the next posting will, from that day forward, be recognized and applied properly and be reflected on the subsequent list.

### **9.04 Personnel Files**

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

### **9.05 Evaluation Reports**

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

### **9.06 Bulletin Boards**

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

### **9.07 Position Descriptions**

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to the position.
- (b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary.

- (c) Copies of all current position descriptions shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

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

### **10.01 Hours of Work**

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

### **10.02 Full-time Employees**

- (a) Hours of work for full-time employees shall consist of eighty (80) hours bi-weekly, in the form of ten (10) eight (8) hour shifts, or such other combination of ten (10) shifts as determined by the Employer to make up the eighty hours provided no shift shall be less than six (6) hours or more than ten (10) hours. All such shifts shall be inclusive of one (1) hour in paid breaks. The daily paid breaks for such shifts may be taken in the form of a one (1) hour meal break, or in the form of a one-half (1/2) hour meal break and two (2) fifteen (15) minute breaks.
- (b) Weekend staffing requirements will be determined by operational requirements. The Employer will endeavor to provide as many weekends off as is operationally feasible on an equitable basis and shall schedule employees with at least two (2) weekends off in every three except where mutually agreed otherwise between the Employer and the employee. Employees required to work such shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally.
- (c) Whenever possible, a full-time employee shall receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.

- (d) The Employer reserves the right to conduct meetings over the paid meal break when necessary. In such case, the employee's meal break shall be re-scheduled on that day. If the entire meal break cannot be rescheduled during the shift, the meal break shall be deemed to be time worked and paid at one and one-half (1 1/2) times the regular rate of pay.
- (e) No change in the present scheduling arrangement will occur until discussed with the affected employee(s) and the Union. The Union shall have the right to participate in the design of the new scheduling arrangement.

### **10.03 Part-time Employees**

- (a) Part-time employees shall, at minimum, be scheduled for the amount of hours bi-weekly outlined in their terms of employment letter. Subject to operational requirements, part-time employees may also be scheduled or assigned as required after the schedule is posted for up to eighty (80) hours bi-weekly.
- (b) Hours of work for part-time employees shall consist of up to eighty (80) hours bi-weekly, in the form of up to ten (10) eight (8) hour shifts, or such other combination of up to ten (10) shifts as determined by the Employer to make up the eighty (80) hours provided no shift shall be less than six (6) hours or more than ten (10) hours. All such shifts shall be inclusive of one (1) hour in paid breaks. The daily paid breaks for such shifts may be taken in the form of a one (1) hour meal break, or in the form of a one-half (1/2) hour meal break and two (2) fifteen (15) minute breaks.
- (c) Subject to Article 10.02 (b), weekend staffing requirements will be determined by operational requirements. The Employer will endeavor to provide as many weekends off as is operationally feasible.
- (d) Whenever possible, a part-time employee shall receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (e) The Employer reserves the right to conduct meetings over the paid meal break when necessary. In such case, the employee's meal break shall be re-scheduled on that day. If the entire meal break cannot be rescheduled during the shift, the meal break shall be deemed to be

time worked and paid at one and one-half (1 1/2) times the regular rate of pay.

#### **10.04 Schedule of Work Assignments**

- (a) Schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer will make every reasonable effort not to change shifts. If the Employer changes the shift schedule within twenty-four (24) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. A change of two (2) hours or less to the start or stop time of a previously scheduled shift shall not amount to a changed shift for which overtime compensation is payable.
- (b) Additional hours, when required as a result of sick calls, vacation, emergency needs or other operational requirements shall be offered first to part-time employees up to eighty (80) hours bi-weekly and then to casual employees up to eighty (80) hours bi-weekly.
- (c) Where the Employer requires more staffing officers to regularly work the 3:00 p.m. to 11:00 p.m. shift, the Employer shall assign the shifts to staffing officers in reverse order of seniority.

#### **10.05 Exchange of Shifts**

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

#### **10.06 Maximum hours**

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

#### **10.07 Standby**

Employees may be required to be available to respond to scheduling situations outside of normal working hours ("standby shifts"). Employees required to work standby shall receive one (1) hour's pay (at the straight time hourly rate for the employee as provided in Appendix "A") for each standby shift of eight (8) hours or less and one and one-half (1 1/2) (as

defined in Article 14) hour's pay for each standby shift of eight (8) hours or less on a Holiday and shall be expected to cover any scheduling situations that arise during such standby shift. The standby hours may be completed from the employee's home.

- (i) Full-time employees shall be compensated at one and one-half (1 1/2) times their regular hourly rate for time actually worked on such scheduling situations.
- (ii) Part-time employees shall receive straight time rates for time actually worked on such scheduling situations unless such work causes them to exceed eighty (80) hours in the bi-weekly pay period in which case they be compensated at one and one-half (1 1/2) times their regular hourly rate.
- (iii) An employee on standby on a Holiday shall be compensated at one and one-half (1 1/2) times their regular hourly rate for time actually worked on scheduling situations.

#### **10.08 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 twelve (12) hours off between scheduled shifts, unless mutually agreed otherwise by the Employer and the employee.

#### **10.09 Flexible Work Hours/Modified Work Week\***

Notwithstanding Article 10.02 (a) and 10.03 (b), where operational requirements and the efficiency of service allow, the Employer may authorize a modified work week/ flexible shift schedule for an employee, provided that such arrangements do not result in additional costs to the Employer and do not adversely impact on the schedules of other employees.

### **ARTICLE 11 – OVERTIME\***

#### **11.01 Overtime Rate**

All hours worked above eighty (80) hours bi-weekly shall be considered as overtime and shall be paid at one and one-half (1 1/2) times the regular rate

of pay. In addition, any hours worked in excess of ten (10) hours in one day shall be considered to be overtime and shall be paid at one and one-half (1 1/2) times the regular rate of pay.

### **11.02 Overtime Compensation**

Compensation for overtime shall be paid except where, upon request of the employee, overtime may be granted in the form of time off in lieu of overtime hours worked. Such "lieu time" shall be taken at a time agreed upon by the Employer and the employee.

### **11.03 No Layoff to Compensate for Overtime**

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

### **11.04 Callback Compensation**

An employee who is called back to the work location after leaving the premises of the work location following completion of a shift but before the commencement of her next shift, or is called back to the work location on a day that the employee is not scheduled to work, shall be compensated for a minimum of four (4) hours at the straight time rate or the applicable overtime rate for the period worked, whichever is greater.

### **11.05 Allocation and Notice of Overtime\***

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

- (a) to allocate overtime work on a fair and equitable basis among readily available employees; and
- (b) to give employees who are required to work overtime as much advance notice of this requirement.
- (c) If operational needs cannot be met by readily available employees the employer will assign overtime on rotational basis in reverse order of seniority.

## **ARTICLE 12 – TRAVEL\***

### **12.01 Reimbursement for office travel\***

If the Employer requires an employee to travel, the employee shall be provided with a taxi chit or shall be reimbursed for taxi fare, if a receipt is provided. If an employee uses a privately owned vehicle for such travel, the Employer shall reimburse the employee, at the rate of \$0.3987 per km traveled as of April 1<sup>st</sup>, 2007. Adjustments will be made in accordance with, and on the same effective dates as adjustments to the Provincial Civil Service rate.

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

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

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

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

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

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

The Committee shall be responsible for:

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

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

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

### **13.02 No Strike nor Lockout**

During the term of this Agreement:

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

## **ARTICLE 14 - PAID HOLIDAYS\***

### **14.01 Designated Holidays\***

The holidays designated for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) July 1st
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Civic Holiday (First Monday in August)
- (l) any day proclaimed by the provincial or Federal government as a holiday.

### **14.02 Holiday Pay**

- (i) For each holiday listed in Article 14.01, a full-time employee shall be paid eight (8) hours pay. When the calendar day of a holiday coincides with a full-time employee's day off, the Employer shall grant another day off with pay to such employee which must be used before the end

of the month following the month in which the holiday occurred at a time mutually agreed to by the Employer and employee.

- (ii) For each holiday listed in Article 14.01, a part-time employee shall receive holiday pay up to a maximum of eight (8) hours pro-rated according to her regular hours paid during the two (2), two (2) week pay periods immediately prior to the holiday divided by one hundred and sixty (160) hours.

### **14.03 Holidays Assignments**

- (a) All staffing officers are required to work at least one (1) holiday a year. This does not preclude a staffing officer from requesting to work more than one (1) holiday.
- (b) The Employer shall provide a holiday list by February 1 to invite expressions of interest from staffing officers. Staffing Officers shall indicate their preferred holidays by March 1.
- (c) Where it is determined by the Employer that two or more staffing officers have requested the same holiday, preference in assigning the holiday shall be given to the staffing officer with the greatest length of seniority.
- (d) Where the Employer does not receive enough expressions of interest, any unassigned holidays shall be assigned in reverse order of seniority.

### **14.04 Christmas or New Year's Day Off, and Good Friday or Easter Monday Off**

- (a) The Employer shall make reasonable effort to not schedule an employee to work on both Christmas Day and New Year's Day, unless otherwise mutually agreed.
- (b) The Employer shall make reasonable effort to not schedule an employee to work on both Good Friday and Easter Monday, unless otherwise mutually agreed.

#### **14.05 Holiday Coinciding with a Day of Vacation**

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

#### **14.06 Exception**

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

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

An employee who is required to work on a holiday listed in Article 14.01 shall be paid at the rate of time and one-half (1 1/2) for each hour worked on the holiday, in addition to any holiday pay in accordance, with Article 14. The manner of compensation shall be as pay or time off at the employee's option. Time off shall occur at a mutually agreed time.

### **ARTICLE 15 – VACATIONS**

#### **15.01 Vacation Entitlement**

Employees shall be entitled to receive annual vacation leave with pay on the following basis (Part-Time employees will have their vacation entitlement pro-rated based on Regular Hours Paid):

- (a) during the first year of service - at the rate of eighty (80) hours per year;
- (b) each year after the first year of service but fewer than six (6) years of service - at the rate of one hundred and twenty (120) hours per year;
- (c) each year after six (6) years of service but fewer than fifteen (15) years of service - at the rate of one hundred and sixty (160) hours per year;
- (d) each year after fifteen (15) years of service – at the rate of two hundred (200) hours per year.
- (e) Other Vacation Entitlement

Employees at the date of signing of this Collective Agreement who have an entitlement to paid vacation leave greater than that which their service would provide under Articles 15.01 (a) to (d), shall retain such entitlement notwithstanding that they do not have the requisite years of service. However, all other employees and all new employees hired after the date of signing shall earn vacation entitlement solely in accordance with Articles 15.01 (a) to (d).

## **15.02 Vacation Year**

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

## **15.03 Vacation Carryover**

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

## **15.04 Vacation Scheduling**

- (a) Subject to operational requirements, the Employer shall make every reasonable effort to ensure that an employee's vacation request is approved.
- (b) For vacation time between January 1 and June 30 employees shall make written request for vacation by October 15 and the Employer shall respond in writing by December 1 indicating whether or not the employee's request is granted. If the request is not granted, the employee may ask that the request be waitlisted in case of future change(s) or cancellation(s) which would enable the Employer to grant the request. Requests for vacation time made after October 15 shall be granted on a first-come, first-served basis subject to Article 15.04 (a) and (d). The Employer shall confirm approval of such vacation requests as soon as possible and within ten (10) calendar days of receipt of the request.
- (c) For vacation time between July 1 and December 31, employees shall make written request for vacation by April 15 and the Employer shall respond in writing by June 1 indicating whether or not the employee's request is granted. If the request is not granted, the employee may ask that the request be waitlisted in case of future change(s) or

cancellation(s) which would enable the Employer to grant the request. Requests for vacation time made after April 15 shall be granted on a first-come, first-served basis subject to Article 15.04 (a) and (d). The Employer shall confirm approval of such vacation requests as soon as possible and within ten (10) calendar days of receipt of the request.

- (d) Confirmed vacation requests shall not be subject to change because of a subsequent conflicting request from a more senior employee.
- (e) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of seniority, providing an employee has made a written request prior to the deadlines defined in Article 15.04 (b) and (c).
- (f) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (g) An employee shall not be scheduled to work on the two (2) normal days off prior to or following her vacation, unless the employee requests otherwise.

### **15.05 Unbroken Vacation**

The Employer shall make every reasonable effort to grant to an employee's request for vacation in a single unbroken period of leave, except that an employee shall not be granted in excess of two (2) weeks during the months of July and August (except with the approval of the Director or designate).

### **15.06 Illness During Vacation**

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

### **15.07 Vacation Cancellation**

If an employee's vacation is approved and then cancelled by the Employer causing the employee to lose a monetary deposit on vacation

accommodation and/or travel and providing the employee does everything reasonably possible to mitigate the loss, and providing the employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the employee for the monetary deposit.

#### **15.08 Employee Compensation Upon Separation**

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

#### **15.09 Employer Compensation Upon Separation**

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

### **ARTICLE 16 - SICK LEAVE**

#### **16.01 Sick Leave Defined**

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

#### **16.02 Amount of Sick Leave**

Paid sick leave credits shall accumulate at the rate of twelve (12) hours for each one hundred and seventy-three (173) regular hours paid. The maximum accumulation of sick leave credits shall be one thousand (1000) hours.

#### **16.03 Sick Leave Records**

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

#### **16.04 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall inform the Employer in advance of the date of her return to work.

#### **16.05 Medical Certificate**

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

#### **16.06 Unpaid Sick Leave**

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

#### **16.07 Confidentiality of Health Information**

- (a) An employee shall not be required to provide their supervisor specific information regarding the nature of the illness or injury during a period of absence. However, the Employer may require the employee to provide such information to persons responsible for staff health.
- (b) These persons shall not release any information to the supervisor of the employee except the duration or expected duration of the absence, the fitness of the employee to return to work, any limitations associated with the fitness of the employee to return to work, and whether the illness or injury is bona fide.
- (c) The Employer shall store employee health information separately and access thereto shall be given only to persons responsible for staff health who are directly responsible for administering that information.

## **ARTICLE 17 - EDUCATION**

### **17.01 Education and Training**

#### **(a) Required by Employer**

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

#### **(b) Discretionary**

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

#### **(c) Notification of Training Programs**

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

#### **(d) Leave for Examinations**

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

### **17.02 Orientation**

New employees will be given an orientation to the Agency and its policies and procedures.

### **17.03 Changes in Job Requirements**

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

## **ARTICLE 18 - WORKERS' COMPENSATION**

### **18.01 Workers' Compensation**

Employees are covered by the Workers' Compensation Act.

### **18.02 WCB Earnings Replacement Supplement**

Employees may use sick leave credits to supplement the earnings replacement benefit paid by the Workers Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Workers' Compensation Act and the employee's net pre-accident earnings.

Employees may also use sick leave credits during the WCB waiting period.

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

### **19.01 Rates of Pay**

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

### **19.02 Biweekly payment of wages**

Wages shall be paid bi-weekly.

### **19.03 Acting Pay**

Where an employee is designated to perform for a temporary period of three (3) or more consecutive days the principal duties of a higher-paying position inside or outside the bargaining unit, she shall receive payment of acting pay, including for the three (3) days, equivalent to ten per cent (10%) greater

than her regular rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position. While performing the principal duties of a higher-paying position, an employee shall continue to accrue and accumulate seniority credits and service for the duration of the period and her service and seniority shall be deemed to be continuous.

#### **19.04 New Classification**

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

#### **19.05 Retroactive Pay for Terminated Employees\***

Employees who have left their employment in the bargaining unit between April 1, 2007 and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase. Such employees shall have thirty (30) calendar days from the date of signing in which to claim any retroactive payment.

#### **19.06 Shift Premium\***

All employees shall receive a shift premium for all regular hours worked between 1800 hours and 0600 hours in the following amounts as follows:

Effective April 1, 2008 the rate is \$0.50 per hour.

Effective November 1, 2008 the rate becomes \$1.00 per hour.

Effective April 1, 2009 the rate becomes \$1.50 per hour.

#### **19.07 Weekend Premium\***

All employees shall receive a weekend premium for all regular hours worked between midnight Friday and midnight Sunday as follows:

Effective April 1, 2008 the rate is \$0.50 per hour.

Effective November 1, 2008 the rate becomes \$1.00 per hour.

Effective April 1, 2009 the rate becomes \$1.50 per hour.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Pregnancy Leave**

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer notice as per Article 20.01 (d). 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.
- (b) 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.
- (c) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (d) A pregnant employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (e) Where notice as required under Article 20.01 (d) 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 her leave or her return to work.

### **20.02 Pregnant Employee Rights**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) 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 provided the opportunity to provide medical evidence establishing her ability to work.

- (c) Should an employee become ill arising out of her pregnancy prior to the commencement of her pregnancy leave or during her pregnancy leave, she shall be granted sick leave pay in accordance with the provisions of Article 16.

### **20.03 Parental and Adoption Leave**

Parental and Adoption Leave shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents.

- (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/birth leave;
  - (i) shall begin immediately upon completion of the pregnancy/birth leave, 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, subject to the Employee's giving four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the Employee is entitled exceed fifty-two (52) weeks.
- (b) The parental leave for a 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 20.01 (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 parental leave began and in any case, no later than fifty two (52) weeks after the child or children first arrive in the Employee's home.
- (c) A Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:

- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
- (ii) shall end not later than fifty-two (52) weeks after the leave began.

#### **20.04 Rights of Employees on Pregnancy or Parental Leave**

- (a) If an employee is entitled to parental or pregnancy 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.
- (b)
  - (i) When an Employee reports for work upon the expiration of the period referred to in Articles 20.01 or 20.03 she shall resume work with the same designation, she held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave.
  - (ii) During the period of leave, the Employer will pay its agreed portion of the benefit plan premiums if the employee chooses to pay her share of the agreed portion of the deductions.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate seniority credits and service for the duration of the leave and her service and seniority shall be deemed to be continuous.

#### **20.05 Leave for Birth of Child**

On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

#### **20.06 Pregnancy/Birth Allowance**

- (a) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23,

shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).

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

## 20.07 Parental and Adoption Leave Allowance

- (a) An Employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an Employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Employee is entitled for her/his classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a Part-Time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Employee's classification.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where

her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

## **20.08 Leave for Family Illness and Medical and Dental Appointments**

Employees shall be entitled to leave of absence from all or part of scheduled shifts without loss of regular pay for up to forty (40) hours per calendar year (pro-rated for part-time employees) to engage in the employee's personal preventative medical and dental care or, upon approval, after notifying their immediate supervisor to attend to an illness of a member of the employee's immediate family (spouse, parent or child, or a relative residing in the employee's household).

This leave is for the employee to provide for the temporary care of the employee's immediate family and for reasonable time to make alternate care arrangements. The Employer may require proof of the need for such leave as considered necessary. Such leave shall be debited against available sick leave credits.

## **20.09 Bereavement Leave**

- (a) In the event of a death in the immediate family, employees shall be entitled to leave without loss of regular pay for a period of up to five (5) continuous calendar days commencing midnight following the death. Immediate family is defined as spouse, child, parent, step-parent, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, step-child or ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides. The employee may utilize accumulated vacation in addition to the five (5) calendar days.
- (b) Employees shall be entitled to leave without loss of regular pay up to a maximum of three (3) continuous calendar days commencing midnight following the death in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew, or the grandparents of the spouse of the employee.
- (c) In the event that the funeral of a relative listed in Article 20.09 (a) or (b) occurs later than the period of bereavement leave, the employee may defer the last day of bereavement leave until the day of the funeral.

- (d) An employee shall notify the Supervisor as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.
- (e) If an employee is on vacation or sick leave at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation or sick leave credits.

## **20.10 Court Leave**

- (a) Leave of absence without loss of regular pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required by subpoena or summons to attend as a witness in any proceeding relating to the Employer's workplace held:
  - (1) in or under the authority of a court; or
  - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
  - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) Leave of absence without loss of regular pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury.
- (c) Where an employee notifies the Employer in advance, where possible, that she is required to serve in court as a result of the functions the employee fulfills on behalf of the Employer on a day other than a regularly scheduled work day, the time spent shall be considered time worked. This provision does not apply to an employee under suspension.
- (d) The employee given leave of absence with pay pursuant to Article 20.10 shall have deducted from her salary an amount equal to the amount of money she receives for such duty.

## **20.11 Special Leave**

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

- (a) special leave without pay or benefits, for such a period as the Employer deems circumstances warrant.
- (b) special leave with pay for reasons other than those covered under Article 20.01 to 20.12 inclusive, and for such period as it deems circumstances warrant.

## **20.12 Leave for Emergency**

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

## **20.13 Education Leave**

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

## **20.14 Leave for Storm or Hazardous Conditions**

Where storm conditions prevent employees from attending at the workplace, they may be directed by the Employer, where feasible, to work from their homes. Where this is not feasible, time lost by an employee as a result of absence due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:

- (i) made up by the employee at a time agreed upon by the Employer and the employee; or
- (ii) charged to the employee's accumulated vacation time, accumulated overtime or accumulated holiday time: or
- (iii) otherwise deemed to be leave without pay.

Reasonable lateness to a maximum of two (2) hours beyond the beginning of an employee's regular shift starting time due to storm conditions or because of the condition of public streets and highways shall not be considered time lost where a lateness is justified by the employee being able to establish to the supervisor that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time.

## **20.15 Compassionate Care Leave**

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

## **ARTICLE 21 - BENEFIT PLANS\***

### **21.01 Group Benefit Plans\***

- (a) The Employer will continue to participate in a Group Health Plan, Long Term Disability Insurance, and Pension Plan (or equivalent) which existed with the coming into force of this Agreement under the same cost-sharing as existed at that time.
- (b) The Employer agrees to standardize the group life insurance coverage for all employees. All employees will be enrolled (subject to eligibility requirements) in the same plan (i.e. two (2) times annual salary payout plan) at 50%/50% Employer/Employee cost sharing.

### **21.02 Continuation of Northwoodcare Inc. Employment**

In the event the Employer hires an employee to a regular position to commence work within three (3) months of the employee leaving employment with Northwoodcare Inc. when the employee has not been terminated for cause or retired in accordance with the NSAHO Pension Plan, the employee shall have service (as calculated herein) with the previous Employer recognized for vacation entitlement and increment placement. Accumulated sick leave benefits shall be recognized. Qualifying periods

under the Benefits Plans of the hiring Employer will be as set out in the Plans.

### **21.03 Long-Term Disability Plan\***

#### **(a) Return to Work**

An employee in receipt of Long-Term Disability benefits who ceases to be disabled within twenty-four (24) months of the date she commenced the elimination period specified in the LTD Plan shall have a right to return to her former or equivalent position with the Employer, provided she is able to perform her job.

#### **(b) Entitlement to Layoff Status**

An employee in receipt of Long-Term Disability benefits who ceases to be disabled more than twenty-four (24) months after the date she commenced the elimination period specified in the LTD Plan but less than forty-eight (48) months after the date she commenced the elimination period shall be entitled to layoff status for the balance of the forty-eight (48) month period. Subject to the terms of this Agreement, such employee shall be eligible to be recalled should a vacancy arise.

### **21.04 Dental Plan\***

Effective October 1, 2009, the Employer agrees to enroll all eligible employees in a dental plan (excepting those employees who choose any spousal opt out option which may be available under the dental plan) with 50%/50% Employer/Employee cost sharing of premiums.

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.01 Occupational Health and Safety Act**

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

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

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

no expense to the employee. Time spent in such training shall be considered as regular hours paid.

## **ARTICLE 23 - JOB POSTING**

### **23.01 Job Posting**

- (a) Where the Employer determines that a regular or temporary bargaining unit vacancy exists or a new bargaining unit position is created, the Employer shall post a notice of such new position or vacancy on all bulletin boards.
- (b) The notice shall indicate:
  - (i) the classification of the position;
  - (ii) the work unit and the location to which the position is regularly assigned;
  - (iii) whether the position is full-time or part-time.
- (c) In determining the successful candidate when filling a vacant or new position, seniority shall be the determining factor where two or more bargaining unit candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position. Only those positions which cannot be filled with a qualified bargaining unit employee will be available for posting outside the bargaining unit.
- (d) The posting for a position shall be for a minimum of ten (10) days.

### **23.02 Casual Employees**

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

## **ARTICLE 24 – LAYOFF\***

### **24.01 Layoff**

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

## **24.02 Union Consultation**

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

## **24.03 Layoff in Reverse Order of Seniority Within Classification Grouping**

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

## **24.04 Notice of Layoff**

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

## **24.05 Recall in Order of Seniority Within Classification Grouping**

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

## **24.06 No New Employees**

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

## **24.07 Loss of Seniority**

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns or retires;
- (c) the employee is laid off for more than eighteen (18) months without recall.

## **24.08 Seniority Outside the Bargaining Unit**

An employee who transfers to a temporary position with the Employer outside the bargaining unit shall retain and accrue seniority for the term of the temporary appointment.

## **24.09 Contracting Out\***

No employee shall be laid off from employment or have her/his regular hours of work reduced as a result of the Employer contracting out work. This provision does not apply during emergency situations.

# **ARTICLE 25 - RE-OPENER**

## **25.01 Change in Agreement**

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

# **ARTICLE 26 - NOTICE OF RESIGNATION**

## **26.01 Notice of Resignation**

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

## **26.02 Withdrawal of Resignation**

An employee who has terminated her employment through resignation, may withdraw her resignation within two (2) working days of the time it was received by their immediate supervisor in accordance with Article 26.01.

## **ARTICLE 27 - TERM OF AGREEMENT\***

### **27.01 Duration and Renewal of Agreement\***

- (a) This Agreement shall be in effect for a term beginning April 1, 2007 and ending March 31, 2010. After March 31, 2010 this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days prior to the expiration of this Agreement or any renewal thereof.
- (b) Except for Appendix "A" or as specifically provided otherwise in this Agreement, the terms of this Agreement shall become effective from June 9, 2008.

### **27.02 Future Legislation**

- (a) If any Article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.
- (b) Any part of this Agreement that is so altered or invalidated as per Article 27.02(a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

## **ARTICLE 28 - SUCCESSOR RIGHTS**

### **28.01 Successor Rights**

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

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

## **28.02 No liability**

Northwood Homecare Limited shall not be liable or responsible for any breach of this Collective Agreement by a successor employer.

## **ARTICLE 29 – RETIREMENT ALLOWANCE**

### **29.01 Retirement Allowance**

An employee listed in Appendix “B” who retires in accordance with the Canada Pension Plan or with an unreduced pension in accordance with the NSAHQ Pension Plan, or who dies, shall be granted a retirement allowance, the equivalent of:

- (a) one-half (1/2) month’s pay, if employed for three (3) years but less than ten (10) years;
- (b) one (1) month’s pay, if employed for ten (10) years but less than fifteen (15) years;

- (c) two (2) months' pay, if employed for fifteen (15) years but less than twenty (20) years;
- (d) three (3) months' pay, if employed for twenty (20) years but less than twenty-five (25) years;
- (e) four (4) months' pay, if employed for twenty-five (25) years but less than thirty(30) years;
- (f) five (5) months pay, if employed for thirty (30) years or more.

A month shall mean twenty (22) days. Service as part-time or casual shall be pro-rated. The retirement allowance rate of pay shall be the regular hourly rate of pay for the classification held by the employee prior to the termination of employment. In the event of the death of an employee, the allowance will be paid to the employee's estate.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the 18<sup>th</sup> day of June, 2008.

Northwood Homecare Limited

Nova Scotia Government  
and General Employees Union

A. McInnis

Joan Jessome

R. Kelly

Lorna Blair

Claire Westhaver

Tammi Robertson

A. Miller

Maria Thomas

L. Bellefontaine

**APPENDIX "A"**  
**WAGES AND CLASSIFICATION GROUPINGS\***

		Expired Rate	1-Apr-07	1-Apr-08	1-Apr-09
<b><u>Staffing Officer Classification Grouping</u></b>					
Staffing Officer	Under One Year	\$15.61	\$16.06	\$16.53	\$17.01
	Over One Year	\$16.64	\$17.12	\$17.62	\$18.13
<b><u>Intake Coordinator Classification Grouping</u></b>					
Intake Coordinator		\$17.35	\$17.85	\$18.37	\$18.90
<b><u>Office Support Classification Grouping</u></b>					
Secretary	Under One Year	\$15.04	\$15.48	\$15.92	\$16.39
	Over One Year	\$16.36	\$16.83	\$17.32	\$17.82
Secretary / Payroll Reporting Clerk					
<b><u>Office Support/Receptionist Classification Grouping</u></b>					
Office Support Clerk	Under One Year	\$14.04	\$14.45	\$14.87	\$15.30
	Over One Year	\$15.37	\$15.82	\$16.27	\$16.75
Receptionist	Under One Year	\$12.20	\$12.55	\$12.92	\$13.29
	Over One Year	\$13.35	\$13.74	\$14.14	\$14.55

**APPENDIX "B"**  
**RETIREMENT ALLOWANCE EMPLOYEES**

Asprey, Adele  
Billard, Irene  
Brewer, Angalene  
Conway, Anne  
Logan, Jancy  
Rice, Boyce  
Robertson, Tammi  
Murray, Chad  
Siteman, Christine

# MEMORANDUM OF AGREEMENT

Northwood Homecare Ltd.  
and

**Nova Scotia Government and General Employees Union**

**Re: Office Support Clerk Position\***

The Employer undertakes to commence a joint job evaluation with NSGEU of the Office Support Clerk position currently occupied by Angalene Brewer. Any upward adjustment of this position would be effective as of April 1, 2008 and subsequent economic adjustments would be added commencing April 1, 2009.

Signed this 18<sup>th</sup>, day of June, 2008.

Northwood Homecare Limited

Nova Scotia Government  
and General Employees Union

A. McInnis

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Joan Jessome

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R. Kelly

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Lorna Blair

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Claire Westhaver

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Tammi Robertson

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A. Miller

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Maria Thomas

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L. Bellefontaine

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**LETTER OF AGREEMENT**

**Northwood Homecare Ltd.**

**and**

**Nova Scotia Government and General Employees Union**

**Re: Selection of Dental Plan\***

The Employer confirms its intention to implement a dental plan, as per Article 21.04 of the Collective Agreement, that will be similar to the NSAHO Dental Plan in place as of September 1, 2009.

Signed this 18<sup>th</sup>, day of June, 2008.

Northwood Homecare Limited

Nova Scotia Government  
and General Employees Union

A. McInnis

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Joan Jessome

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R. Kelly

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Lorna Blair

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