

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")

Expiry Date: March 31, 2012

TABLE OF CONTENTS

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.

PREAMBLE	1
ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS*	1
1.01 Definitions*	1
1.02 Gender	2
ARTICLE 2- RECOGNITION.....	3
2.01 Bargaining Agent Recognition.....	3
2.02 No Interference with Union Activity	3
2.03 Mutual Agreements	3
ARTICLE 3 - UNION DUES - CHECK OFF	3
3.01 Deduction of Union Dues	3
3.02 Notification of Deduction	3
3.03 Remittance of Union Dues	3
3.04 Revenue Canada Tax Form	4
3.05 Religious Exclusions	4
ARTICLE 4 - NO DISCRIMINATION.....	4
4.01 No Discrimination	4
4.02 No Discrimination for Union Activity	4
ARTICLE 5 - MANAGEMENT RIGHTS	4
5.01 Management Rights	4
5.02 Consistent Application.....	4
ARTICLE 6 - UNION BUSINESS	4
6.01 Leave Without Pay	4
6.02 Notification to Employer	5
6.03 Contract Negotiations.....	5
6.04 Recognition, Rights and Duties of Stewards	5
6.05 No Loss of Service, Seniority or Benefits	6
6.06 New Employees*	6
ARTICLE 7 – INFORMAL DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION.....	6
7.01 Informal Dispute Resolution	6
7.02 Grievance Procedure	6
7.03 Policy Grievance	7
7.04 Referral to Arbitration	7
7.05 Arbitration Procedure	7
7.06 Arbitration Award.....	7
7.07 Arbitration Expenses	7
7.08 Sexual Harassment and Personal Harassment.....	7
ARTICLE 8 - DISCIPLINE AND DISCHARGE.....	8
8.01 Entries to Files	8
8.02 Just Cause	8
8.03 Notification	8
8.04 Purging Files	8
8.05 Right to Have Steward Present.....	8
8.06 Support for Rehabilitation.....	8
ARTICLE 9 – INFORMATION.....	9
9.01 Copies of Agreement	9

9.02	Letter of Appointment.....	9
9.03	Seniority List.....	9
9.04	Personnel Files	9
9.05	Evaluation Reports.....	9
9.06	Union Communications	10
ARTICLE 10 - HOURS OF WORK*		10
10.01	Normal Hours of Work.....	10
10.02	Reduced Hours of Work.....	11
10.03	Assignment of Work	12
10.04	Schedule of Client Assignments*	12
10.05	Assignment of Available Hours on and Between Schedules	12
10.06	Compensation for Client Cancellations	13
10.07	Maximum Hours	13
10.08	Minimum Day's Pay	13
10.09	Minimum Rest Period.....	13
10.10	Minimum Meal Break	13
10.11	Standby.....	13
10.12	Callback Compensation	14
10.13	Availability Pay*.....	14
10.14	14
ARTICLE 11 – OVERTIME*		14
11.01	Definitions*	14
11.02	Overtime Compensation.....	14
11.03	Overtime Availability List	14
ARTICLE 12 – TRAVEL*		15
12.01	Reimbursement*	15
12.02	Reimbursement of Parking Costs and Bridge Tolls.....	16
12.03	Travel by Public Transportation.....	16
12.04	Travel by Taxi.....	16
12.05	No Transporting of Students	16
ARTICLE 13 - UNION-MANAGEMENT CONSULTATION COMMITTEE		16
13.01	Union-Management Consultation Committee.....	16
ARTICLE 14 – PAID HOLIDAYS*		17
14.01	Designated Paid Holidays*	17
14.02	Holiday Pay*.....	17
14.03	Holiday Coinciding with a Day of Vacation	17
14.04	Holiday Coinciding with Day Off	18
14.05	Application.....	18
14.06	Rotating Basis	18
14.07	Compensation for Time Worked on a Holiday.....	18
14.08	Christmas or New Year's Day Off.....	18
ARTICLE 15 – VACATIONS*		19
15.01	Vacation Entitlement*	19
15.02	Vacation Pay*	19
15.03	Vacation Year.....	19
15.04	Vacation Carryover*	19
15.05	Vacation Scheduling	20
15.06	Unbroken Vacation.....	20
15.07	Illness During Vacation.....	20
15.08	Employee Compensation Upon Separation	21
15.09	Employer Compensation Upon Separation	21
ARTICLE 16 – SICK LEAVE		21
16.01	Sick Leave Defined	21
16.02	Amount of Sick Leave	21

16.03 Sick Leave Records	21
16.04 Employee to Inform Employer	21
16.05 Medical Certificate.....	22
16.06 Unpaid Sick Leave	22
ARTICLE 17 - EDUCATION.....	22
17.01 Education and Training	22
17.02 Notification of Training Programs	23
17.03 Orientation.....	23
17.04 Education Needs.....	23
17.05 Changes in Job Requirements	23
ARTICLE 18 – WORKERS’ COMPENSATION	24
18.01 Workers' Compensation	24
18.02 Workers' Compensation Supplement and Benefits	24
ARTICLE 19 – WAGES AND CLASSIFICATIONS*	24
19.01 Rates of Pay.....	24
19.02 Biweekly Payment of Wages.....	24
19.03 Acting Pay	24
19.04 Retroactive Pay for Terminated Employees*	25
19.05 Shift Premium*	25
19.06 Weekend Premium*	25
ARTICLE 20 – LEAVES OF ABSENCE*	25
20.01 Pregnancy Leave	25
20.02 Pregnant Employee Rights.....	26
20.03 Parental and Adoption Leave	26
20.04 Rights of Employees on Pregnancy or Parental Leave	27
20.05 Leave for Birth of Child.....	27
20.06 Pregnancy/Birth Allowance	27
20.07 Parental and Adoption Leave Allowance.....	28
20.08 Leave for Medical and Dental Appointments and Family Illness*	29
20.09 Bereavement Leave	29
20.10 Court Leave.....	30
20.11 Special Leave.....	31
20.12 Leave for Emergency*.....	31
20.13 Leave for Storm or Hazardous Conditions	31
20.14 Compassionate Care Leave.....	31
ARTICLE 21- BENEFIT PLANS.....	32
21.01 Group Benefit Plans	32
21.02 Pension Plan	32
21.03 Dental Plan.....	32
21.04 Continuation of Northwoodcare Inc. Employment	33
ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY	33
22.01 Occupational Health and Safety Act.....	33
22.02 First-Aid Kits.....	33
22.03 First-Aid and CPR Training	33
ARTICLE 23 – JOB POSTING.....	33
23.01 Job Posting	33
23.02 Casual Employees	33
23.03 Time Limits for Filling Vacancies.....	33
23.04 Non-bargaining-unit Vacancy or New Position	34
ARTICLE 24 – LAYOFF	34
24.01 Layoff	34
24.02 Union Consultation.....	34
24.03 Layoff in Reverse Order of Seniority	34
24.04 Notice of Layoff	35

24.05 Recall in Order of Seniority	35
24.06 No New Employees.....	35
24.07 Loss of Seniority.....	35
24.08 Seniority Outside the Bargaining Unit	35
24.09 No Contracting Out	35
ARTICLE 25 – RE-OPENER.....	36
25.01 Change in Agreement	36
ARTICLE 26 – NOTICE OF RESIGNATION.....	36
26.01 Notice of Resignation	36
26.02 Withdrawal of Resignation.....	36
ARTICLE 27 – UNIFORMS AND PROTECTIVE CLOTHING.....	36
27.01 Provision of Protective Clothing	36
27.02 Uniforms.....	36
ARTICLE 28 – RETIREMENT ALLOWANCE.....	36
28.01 Retirement Allowance	36
ARTICLE 29 – TERM OF AGREEMENT*.....	37
29.01 Duration and Renewal of Agreement*	37
29.02 Future Legislation.....	37
ARTICLE 30 – SUCCESSOR RIGHTS.....	37
30.01 Successor Rights	37
30.02 No Liability.....	38
APPENDIX "A" - WAGES AND CLASSIFICATIONS*	39
NORTHWOOD HOMECARE LIMITED	39
Memorandum of Agreement	40
Two (2) Hour Availability Requirement	40

PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as to provide for the settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either party alleges that the Agreement has been violated.

ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS*

1.01 Definitions*

“Agreement” - means the Collective Agreement between Northwood Homecare Limited and the Nova Scotia Government and General Employees Union.

"Availability Block" means that approved period of availability for each employee under Article 10.01 (d) and (e) within which their hours are scheduled

“Bargaining unit” - is the unit for collective bargaining described by the Labour Relations Board covering all persons employed by Northwood Homecare Limited as home support workers and homemakers and includes casual home support workers and homemakers.

“Casual Employee” - means a person who is assigned on an ad hoc basis as required to perform work that could not be assigned in accordance with Article 10 including unforeseen client demands and deficiencies in the schedule. A Casual Employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

“Employee” - means a member of the bargaining unit.

“Employer” – means Northwood Homecare Limited.

“Full-Time Employee” - is an employee who is regularly scheduled to work the eighty (80) hours in each two (2) week pay period as indicated in Article 10.00.

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

“Part-Time Employee” - is an employee who is scheduled to work less than eighty (80) hours in each two (2) week pay period as indicated in Article 10.00. 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.

“Probationary period” – means a period not to exceed nine hundred and ten (910) hours worked.

* **“Regular Hours Paid”** means hours paid by the Employer including the straight-time equivalent of overtime hours worked, paid vacation leave, paid holiday leave, paid sick leave, unpaid Union leave reimbursed by the Union as provided in Article 6 and any other paid leaves for which an employee is compensated by the Employer to a maximum of 2080 hours.

“Seniority” - means the length of continuous employment dating from the most recent date of hire as an employee in the bargaining unit with the Employer or earlier if so indicated in the employee’s status letter issued following the signing date of this agreement.

“Service” – For each employee, service means the length of continuous employment dating from the last date of hire with the Employer or earlier if so indicated in the employee’s status letter issued following the signing date of this Agreement.

“Spouse” – means a legal marriage partner or a common-law spouse or a live-in partner who has been identified to the Employer in writing at the time the benefit is being sought or as required by third-party benefit plans. This includes a same-sex partner for purposes of Bereavement Leave, Leave for Family Illness, and benefit plans which extend coverage to same-sex partners.

“Trainee” – means a person in the process of training as a Home Support Worker who works under the supervision of a bargaining unit employee. Trainees are not members of the bargaining unit.

“Union” – means the Nova Scotia Government and General Employees Union (NSGEU).

“Union representative” – means any person designated by the Union.

“Geographic Regions” – means the service area of the Employer (Halifax County and the County of West Hants) divided into the following areas:

- Region 1 - Sheet Harbour, Musquodoboit Harbour, Chezzetcook, Porter’s Lake, Cole Harbour and Preston.
- Region 2 - North Dartmouth, Central Dartmouth, South Dartmouth.
- Region 3 - Clayton Park, North Halifax, South Halifax, St. Margaret’s Bay, Spryfield.
- Region 4 - Bedford/Fall River/Enfield, Sackville, Beaverbank/Mount Uniacke, Windsor, Upper Musquodoboit.

“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.

“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.

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 the Nova Scotia Government and General Employees Union is the sole representative to bargain with the Employer for all employees in the bargaining unit.

2.02 No Interference with Union Activity

Neither the Employer, nor any of its supervisory employees, shall, in any way, attempt to persuade any employee to refrain from becoming an officer or representative of the Union, or from exercising lawful rights as a member of the Union.

2.03 Mutual Agreements

No employee shall be required or permitted 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. At this time, particulars identifying each employee and the deductions made on the employee's behalf will be provided and 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 endeavors to provide the following information and endeavors 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 endeavors 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 endeavors 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, c12. These grounds include: age; race; religion; creed; sex; sexual orientation; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

4.02 No Discrimination for Union Activity

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Union 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 in writing by the Union, 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 notify the Employer of the names of the members of the Board of Directors and Bargaining Unit Negotiating Council and any other committee members, i.e. stewards, Occupational Health and Safety, Union-Management in writing.

6.03 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer will adjust the schedules of such representatives and grant special leave with pay (not to exceed eight hours per day) for three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union.

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 in each of the areas served by the Employer. Only one steward at a time will deal with a specific issue arising out of the duties of a steward. The Union agrees to provide the Employer with a list of employees designated as stewards. 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, except that time spent at meetings with the Employer regarding grievances or disciplinary matters shall be paid and shall be considered time worked. 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.

6.06 New Employees*

The Employer agrees to provide each new employee with a copy of the collective agreement and an information package which has been forwarded by the Union to the Employer.

During the orientation of newly hired employees, the Employer will allow up to thirty (30) minutes for a representative of the local union to speak with newly hired employees.

ARTICLE 7 – INFORMAL DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION

7.01 Informal Dispute Resolution

Should a dispute arise during the term of this agreement, such dispute will be resolved in the following manner:

The dispute shall be discussed with the employee's immediate supervisor within twenty-five (25) days after the date on which the employee first became aware of any action or any lack of action by the Employer or other circumstances giving rise to the dispute. The aggrieved employee shall have the right to have her steward present at such a discussion. The immediate supervisor shall confirm with the employee that the dispute is raised pursuant to this Article 7.01 and shall answer the dispute within five (5) days (unless the Union agrees to extend this time limit) and confirm such answer in writing.

7.02 Grievance Procedure

- (a) **Step 1** - If the dispute relates to the interpretation, application, or administration of this Agreement ("Grievance") and has been addressed but not resolved during the Informal Dispute Resolution process under Article 7.01, the employee or the Union on their behalf may submit a written grievance to the Manager or designate within ten (10) days of the answer from the employee's immediate supervisor under Article 7.01, who shall respond in writing within ten (10) days after the grievance is submitted.
- (b) **Step 2** - If the grievance is unresolved at Step 1, the Union may refer the grievance to the Senior Director or designate within ten (10) days of the Step 1 response and the Employer shall arrange a meeting with the Union representative named in the grievance at the earliest mutually agreeable time. The Senior Director

or designate shall respond in writing within ten (10) days following the meeting or after the grievance is submitted where such meeting is waived by mutual agreement.

- (c) **Step 3** - If the grievance remains unresolved at Step 2, the matter may be submitted to Arbitration within sixty (60) days of the receipt of the response at Step 2.
- (d) The time limit for filing a dispute under Article 7.01 is mandatory. Other time limits are directory.
- (e) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

7.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the Informal Dispute Resolution process may be bypassed and the grievance filed at Step 2.

7.04 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 7.02 (c), the appointment shall be made by the Provincial Minister of Labour.

7.05 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.

7.06 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 she deems just and reasonable.

7.07 Arbitration Expenses

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

7.08 Sexual Harassment and Personal Harassment

Complaints of sexual harassment and personal harassment may be filed by the aggrieved employee and/or the Union as per the grievance procedure and shall be treated in strict confidence by both the Union and the Employer. Where the complaint

involves the employee's immediate supervisor, the grievance may be filed by the aggrieved employee and/or the union at Step 2 of the grievance procedure.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 Entries to Files

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

8.02 Just Cause

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

8.03 Notification

When an employee is discharged, or suspended without pay, the Employer shall within forty-eight (48) hours notify the employee in writing by registered mail or personal delivery and shall within ten (10) days notify the Union in writing, stating the reason for the discharge or the suspension without pay. Grievances relating to dismissal and suspension shall be filed at Step 2 of the grievance procedure within twenty-five (25) week days of the Union receiving notice.

8.04 Purging Files

Notice of any disciplinary action, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 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 of the subject of the meeting in advance of the meeting (where feasible at least twenty-four hours advance notice) in order that the employee may contact her steward or Union representative, provided that this does not result in any 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 any 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 alcohol or drug dependency or gambling addiction

to obtain a program directed to the objective of their rehabilitation. No employee shall be terminated solely for alcohol, drug or gambling dependency as the first disciplinary action.

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.

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 and to each employee in the first mailout following the posting of the list. 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, the President of the Union, or her designate, shall, upon the written authority of an employee and with appropriate notice, be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.

Employees shall have access to their personnel file as so requested in writing within reasonable notice. 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 Union Communications

The Employer agrees to distribute Union information, to a maximum of twelve (12) sheets per year, received with adequate notice, to all employees in their work packages. The Employer agrees to provide bulletin board space at each Employer location for the use of the Union.

ARTICLE 10 - HOURS OF WORK*

10.01 Normal Hours of Work

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

- (a) **The normal hours of work shall include direct hours of client care, paid breaks as per Article 10.01 (b), travel time between clients, travel time as per Article 10.01 (c), travel time and time spent at meetings (including staff meetings and telephone meetings) with an employee(s) called by the Employer, time spent in administrative and any other assigned tasks related to mentoring of students, and one (1) hour per week for administrative tasks. Administrative tasks include, but are not limited to, calls to/from the office for changes in clients/schedules, preparation of client reports, and for routine paperwork and reports (e.g. client incident reports, progress notes, OH&S safety check reports and travel/time sheets).**

For the sake of clarity in calculating travel time for staff meetings and meetings with individual employee(s) called by the Employer, the parties agree that such a meeting is treated the same as a client visit.

- (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 (2) 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 (3) fifteen (15) minute paid breaks. In no event shall the number of paid breaks exceed three (3) in a day.
- (c) Where an employee has an unpaid break of greater than two 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.

Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.

(d) **Full Time Employees**

- (i) Full Time Employees will be guaranteed eighty (80) hours per bi-weekly pay period.
- (ii) Full Time Employees shall be guaranteed eight (8) hours per day within a ten (10) hour Availability Block.
- (iii) Full Time Employees shall be guaranteed a minimum of two (2) weekends off in three (3) except where there is mutual agreement between the Employer and an employee to work more weekends.

(e) **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 per bi-weekly pay period consisting of six (6) hours per day within an eight (8) hour Availability Block, or
 - 2. Forty (40) hours per bi-weekly pay period consisting of four (4) hours per day within a six (6) hour Availability Block,
 - 3. Such other number of hours per bi-weekly pay period as may be agreed between the Employer and an employee.
- (ii) Subject to operational requirements, the Employer will provide Part Time Employees with two (2) weekends off in three (3) but shall guarantee two (2) weekends off in four (4) except where there is mutual agreement between the Employer and an employee to work more weekends.

- (f) The Employer shall make every reasonable effort to assign work to employees in continuous blocks of work within their approved Availability Block.

10.02 Reduced Hours of Work

- (a) All employees are expected to be available to meet the requirements of the operation, however, an employee who wishes to reduce their availability or hours of work, shall so request to the Employer in writing. Such requests shall not be unreasonably denied. Granting a request for limited availability will result in a reduction in guaranteed hours of work.
- (b) Where the Employer is unable to provide sufficient client assignments to an employee to fulfill their guarantee due to restrictions on their availability for assigned clients, their guaranteed hours of work will be reduced.
- (c) When an employee returns from a leave of absence or from extended sick leave, WCB, LTD, etc, without at least two (2) weeks advance notice (full health clearance two (2) weeks in advance of the return date may be required in appropriate circumstances) to the Employer, the Employer will make best efforts to

fulfill the guarantee of the employee during the two (2) week period following the receipt of the notice but will not be obligated to top-up the employee for hours not worked.

10.03 Assignment of Work

Subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of client continuity and client preferences, and provided that the employee is available and possesses the required skills, abilities and qualifications to meet the needs of the client(s), employees will be assigned work within one of the four (4) Geographic Regions and shall not normally be assigned to work in another Region unless required to fulfill the employee's guaranteed hours of work. In no event however, shall an employee be compelled to work further than twelve (12) kilometres outside their Geographic Region to fulfill the employee's guaranteed hours of work. Where there is mutual agreement between the Employer and an employee, the Employer may assign the employee to work more than twelve (12) kilometres outside of their Geographic Region. In such event, where the client visit is the employee's first or last visit of the day, the Employer will pay the employee's travel time after the twelve kilometres outside of their Geographic Region each way.

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

10.04 Schedule of Client Assignments*

- (a) The Employer shall provide to each employee one week prior to the last Friday of each calendar month, the schedule of client assignments covering the next calendar month.
- (b) Upon request, an employee may schedule an appointment on unpaid time with her Supervisor or her designate at a mutually agreed time to discuss her schedule.

10.05 Assignment of Available Hours on and Between Schedules

- (a) Subject to Article 10.03, when preparing each schedule and during each schedule (that is, prior to preparing the next schedule), the Employer shall assign any hours which are not needed to fulfill the guarantee of any employee as provided in Article 10.01, to Part Time employees with less than eighty (80) hours bi-weekly who have indicated a desire to work additional hours beyond their guaranteed hours within the employee's approved period of availability for their guaranteed hours (ie. Additional Work or Additional Client Visits).
- (b) Subject to Article 10.03, when preparing each schedule and during each schedule (that is, prior to preparing the next schedule), the Employer shall assign any hours which are not needed to fulfill the guarantee of any employee as provided in Article 10.01 or for Additional Work or Additional Client Visits under 10.05 (a), to Part Time employees outside their approved period of availability for their guaranteed hours with the most seniority who have less than eighty (80) hours bi-weekly and who have given the Employer an increased period of availability and who have

otherwise indicated a desire to work shifts beyond their guaranteed hours of work (ie. Extra Work or Extra Client Visits). The Employer may, with twenty-four 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

10.06 Compensation for Client Cancellations

When an employee is not given at least twenty-four hours notice of a cancellation of an Extra Client Visit or Additional Client Visit, the Employer shall replace the cancelled visit or pay the cancelled scheduled visit time or cancelled part of a scheduled visit up to a maximum of two (2) hours, travel time if any, and actual kilometrage incurred. When an employee has a client visit other than an Additional Client Visit cancelled during their approved period of availability for their guaranteed hours the employee shall be paid their actual kilometrage incurred.

10.07 Maximum Hours

No employee shall be scheduled for more than ten (10) hours per day, or for more than forty-eight (48) hours per week, unless mutually agreed otherwise by the Employer and the employee.

10.08 Minimum Day's Pay

The Employer agrees that every employee shall receive a minimum of one (1) hour's pay for any scheduled work day.

10.09 Minimum Rest Period

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

10.10 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 to waive their right to such breaks.

10.11 Standby

An employee required to stand by shall receive standby pay of one hour's pay (at the straight time hourly rate for the employee as provided in Appendix "A") for each standby period of eight (8) hours or less. No employee can be required to stand by on her weekend(s) off except as mutually agreed otherwise by the Employer and the employee.

10.12 Callback Compensation

An employee who is called back to work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. A callback occurs when an employee is required by the Employer to make a client visit after the employee returns home from their last client visit of the day and before their next scheduled client visit provided that a callback does not occur where the Employer adds a client visit contiguous with a previously scheduled workday for an employee.

This provision shall not apply when an employee accepts available hours in accordance with Article 10.05.

10.13 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 has received an availability pay. Since April 1, 2009 the rate has been \$0.272 per hour for all hours paid. This availability pay is incorporated into the Home Support Worker Probationary and Regular Rates shown in Appendix "A", effective April 1, 2010.

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

ARTICLE 11 – OVERTIME*

11.01 Definitions*

- (a) "Overtime" means Employer-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".

11.02 Overtime Compensation

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

11.03 Overtime Availability List

Employees shall notify the Employer in writing of their willingness and availability to be assigned hours of overtime. Subject to Article 10, the Employer shall offer up to four (4) hours per bi-weekly pay period of available overtime to such employees with the most seniority. Prior to assigning overtime to other employees, the Employer may, with mutual agreement between the employee and the Employer, assign additional overtime hours to those employees who have indicated their willingness and availability to accept scheduled overtime. Employees who refuse three successive offers of overtime shall be removed from the availability list.

If client needs cannot be met by the employees who have indicated their willingness and availability to accept scheduled overtime, the Employer may assign overtime to employees in reverse order of seniority.

ARTICLE 12 – TRAVEL*

12.01 Reimbursement*

- (a) Where an employee uses a privately owned vehicle for travel in providing client services, an employee shall, subject to this Article 12, be reimbursed at the rate thirty-nine point eight seven (\$0.3987 cents) cents per km. Any changes made to the Provincial Civil Service rate subsequent to April 1, 2007 shall be made to the mileage rate hereunder during the term of this Collective Agreement.
- (b)
 - (i) For purposes of this Article 12, travel in providing client services includes travel between clients, travel for meetings (including staff meetings) with an employee(s) called by the Employer, and, travel in excess of twelve (12) km daily to a maximum of fifty (50) km (i.e. thirty-eight (38) paid km) from home to the first client of the day (or the office), and travel in excess of twelve (12) km daily to a maximum of fifty (50) km (i.e. thirty-eight (38) paid km) from the last client of the day (or the office) 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.
 - (ii) Where however, the Employer requires an employee to travel more than fifty (50) kilometres from their home to a client or from a client to their home, no matter how far from her home, or requires an employee to work in an area outside their normal work area, travel in excess of twelve (12) km daily from home to the first client of the day (or the office), and travel in excess of twelve (12) km daily from the last client of the day (or the office) to home shall be considered travel in providing client services.
 - (iii)* Where upon hire an employee lives outside the Geographic Region where she will normally work or where an employee moves outside the Geographic Region where they normally work, the border of their normal work area shall be considered her home for the purposes of Article 12.
- (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)
 - (i) Article 12.01 (b) notwithstanding, for any former employee of Home Support Central who became an employee of Northwood Homecare Limited on November 1, 2002, travel in providing client services means travel as defined herein in excess of ten (10) km per day. Travel in providing client services includes travel between home and clients, travel between clients, travel for meetings (including staff meetings) with an employee (s) called by the Employer. 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.

- (ii) If any former employee of Home Support Central who became an employee of Northwood Homecare Limited on November 1, 2002 chooses to work in an area other than their normal work area or other than the area where her home is located, the border of their new work area shall be considered her home for the purposes of Article 12.

Where any former employee of Home Support Central who became an employee of Northwood Homecare Limited on November 1, 2002 moves outside their normal work area, the border of their normal work area shall be considered her home for the purposes of Article 12.

12.02 Reimbursement of Parking Costs and Bridge Tolls

Any employee who uses a privately owned vehicle for purposes of their employment shall be reimbursed for parking costs and bridge tolls incurred while carrying out work duties.

12.03 Travel by Public Transportation

The Employer shall bear the transportation costs for any employee who uses public transportation for purposes of their employment.

12.04 Travel by Taxi

Taxicab use must be preauthorized (authorized in advance of use) by the Employer.

12.05 No Transporting of Students

No employee shall transport a student.

ARTICLE 13 - UNION-MANAGEMENT CONSULTATION COMMITTEE

13.01 Union-Management Consultation Committee

The Employer and the Union agree to maintain a Union-Management Consultation Committee with no more than four (4) members from each of the Employer and the Union.

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 concerns about staffing, geographic districts or regions, orientation, issues

re: workload, scheduling, transfers, re-assignment, and challenges 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 Limited and the convenience of the parties, however, where meetings are scheduled during working hours members shall suffer no loss of regular pay while attending.

With reasonable advance notice to the other party and with the agreement of the other party either the Union or the Employer may invite guests to the meeting.

ARTICLE 14 – PAID HOLIDAYS*

14.01 Designated Paid Holidays*

The paid holidays designated for employees shall be:

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

14.02 Holiday Pay*

- (a)* An employee shall receive holiday pay to a maximum of eight (8) hours pay for each of the holidays defined in Article 14.01 pro-rated according to her guaranteed hours.
- (b) Holiday pay will be paid on the payday corresponding to the pay period within which the holiday falls.

14.03 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave, and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

14.04 Holiday Coinciding with Day Off

When a paid holiday (as defined in Article 14.01) coincides with an employee's day off, the employee is entitled, upon written request made prior to the holiday, to another day off without pay at a time mutually agreed between the employee and the Employer within one month of the holiday. Where such request is not made in writing prior to the holiday, the employee shall not be entitled to another day off without pay.

14.05 Application

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.

14.06 Rotating Basis

- (a) The Employer shall provide a rotation schedule indicating which holidays an employee is designated to be available for work.
- (b) Prior to February 15th of each year, employees shall notify the Employer in writing of any of their designated holidays on which they would prefer to not work. Employees may also indicate their availability to work on additional holidays.
- (c) Subject to Article 10, the Employer shall schedule employees for work on holidays giving preference based on seniority among designated employees available to work and then based on reverse order of seniority among designated employees who indicated they would prefer not to work. In the event there are insufficient designated employees to meet the holiday requirement, the Employer shall assign non-designated employees who have indicated a desire to work the holiday in order of seniority and then to those who have indicated a desire to not work the holiday in reverse order of seniority.
- (d) Provided that sufficient advance notice is given and with the approval of the Employer employees may exchange holidays off or holidays scheduled to work where operational requirements permit, and there is no increase in cost to the Employer.

14.07 Compensation for Time Worked on a Holiday

If an employee is required to work on any of the holidays defined in Article 14.01, she shall be paid, in addition to her holiday pay, at the rate of one and one half times (1.5 X) her regular rate for hours worked on that day.

14.08 Christmas or New Year's Day Off

The Employer shall make every reasonable effort to give each employee either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Employees who have Christmas Day off may request and will be given preference for Boxing Day off and the Employer shall, based on operational requirements, make every reasonable effort to grant such requests in order of seniority.

ARTICLE 15 – VACATIONS*

15.01 Vacation Entitlement*

Employees shall be entitled to receive annual vacation leave with pay. Paid vacation leave shall be earned on the basis of regular hours paid. Vacation credits shall accumulate to the employees on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 26.00 regular hours paid to a maximum of eighty (80) hours (10 days).
- (b) Effective on the commencement of the second year of employment but fewer than six (6) years of employment, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of one hundred and twenty (120) hours (15 days).
- (c) Effective on the commencement of the seventh year of employment but fewer than fifteen (15) years of employment vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.00 regular hours paid to a maximum of one hundred and sixty (160) hours (20 days).
- (d) Effective on the commencement of the sixteenth year of employment vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to a maximum of two hundred (200) hours (25 days).
- (e) Employees as of the date of signing of this collective agreement who have an entitlement to vacation leave greater than that which their service would provide under Article 15.01, shall retain such entitlement notwithstanding that they do not have the requisite years of employment.
- (f) Part-Time employees will have their vacation leave entitlement pro-rated in accordance with their guaranteed hours.

15.02 Vacation Pay*

All unused vacation credits in excess of those credits carried over pursuant to Article 15.04 shall be paid out in January of each year in the pay period that includes December 31st.

15.03 Vacation Year

The vacation year shall be January 1 to December 31, inclusive.

15.04 Vacation Carryover*

Prior to November 1 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 paid vacation. Any carry over vacation is to be taken prior to March 31st or it will be paid out.

15.05 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.
- (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.
- (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.
- (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) Subject to operational requirements, an employee shall not be scheduled to work on the weekend prior to or following her vacation, unless the employee requests otherwise.

15.06 Unbroken Vacation

Where operational requirements permit, the Employer shall make every reasonable effort to grant 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.

Notwithstanding the above, requests for vacation in excess of two (2) weeks in July and August may be granted if all other employees have had their vacation requests for July and August approved. Subject to operational requirements, preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

15.07 Illness During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period in excess of three (3) consecutive days, and such illness is supported by a medical

certificate from a legally qualified medical practitioner satisfactory to the Employer, the employee will be granted sick leave and their vacation credit restored to the extent of the sick leave.

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

An employee, upon her separation from the Employer, shall compensate the Employer for vacation leave which was taken but to which she was not entitled.

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 the employee provides evidence of such illness where required pursuant to Article 16.05 and provided that the employee is not otherwise receiving pay for that day and the employee has sufficient sick leave credits.

For the sake of clarity, sick leave pay shall be equal to the amount that the employee would have been paid had she been able to perform the duties of her position. This amount includes direct hours of client care, meetings scheduled by the Employer, paid breaks and travel time between clients. In the event that the employee's sick leave extends beyond the current schedule, sick leave pay shall be equal to the amount that the employee would have been paid based solely on her guaranteed hours.

16.02 Amount of Sick Leave

Employees accumulate sick leave at the rate of twelve (12) hours per one hundred and seventy-three (173) regular hours paid, up to a maximum accumulation of one hundred and forty-four (144) hours in a calendar year and to a maximum accumulation of one thousand (1,000) 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. The Employer shall not post or otherwise inform other employees of the sick leave accumulation or use of sick leave of any employee.

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 not be required to call any clients regarding her inability to report to work. The employee shall inform the Employer in

advance of the date of her return to work. Every employee who reports in sick shall demonstrate courtesy and respect and be treated with courtesy and respect.

16.05 Medical Certificate

- (a) When sick leave pay is claimed, the Employer may request proof of illness satisfactory to the Employer by medical certificate from a legally qualified medical practitioner.
- (b) 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.

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.

The Employer shall store employee health information separately and access thereto shall be given only to the persons responsible for staff health who are directly responsible for administering that information.

- (c) Where an employee is required to submit detailed medical certificate or report or where an examination is required, the Employer shall reimburse the employee for the direct cost of any such medical reports in excess of those costs covered by an insurance plan of the employee.

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 provided there is a reasonable expectation that she will return to work. The employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on their ability to return to work.

ARTICLE 17 - EDUCATION

17.01 Education and Training

- (a) Required by Employer
 - (i) The Employer and the Union recognize that continuing education in home support is of benefit to the Employer, employees and clients. Employees may be required to take advantage of continuing education (including in-service training). An employee required by the Employer to attend such continuing education (including in-service training) shall be paid for attendance at such program (s), and shall be reimbursed for Employer-approved registration, travel and accommodation costs. If training is on a scheduled day off, the employee who so requests will get another day off without pay to replace the day of training.

- (ii) The Employer shall make every reasonable effort to not schedule more than eight (8) hours of combined regular hours of work and training on any one day. Any continuing education (including in-service training) that is cancelled shall be subject to Article 10.06.

(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 Employer. 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) 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 Notification of Training Programs

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

17.03 Orientation

Employees will be given an orientation to the Employer's policies and procedures.

17.04 Education Needs

- (a) Employees are encouraged to make their education needs known to the Supervisor so that these needs may be addressed through continuous professional development.
- (b) Unpaid leaves of absence for education purposes shall be subject to operational requirements and shall not be unreasonably denied.

17.05 Changes in Job Requirements

If the Employer identifies additional training or education which it requires employees to complete to upgrade their qualifications as a condition of employment, the employees will be reimbursed by the Employer for related course expenses, accommodation costs (if any), travel time and travel reimbursement (if any), and shall be paid for the time spent in such training and education. Such time shall be considered as regular hours paid.

For the sake of clarity in calculating travel time and travel reimbursement for training and education covered by Article 17.05, the parties agree that such training and education shall be treated the same as a client visit.

ARTICLE 18 – WORKERS’ COMPENSATION

18.01 Workers' Compensation

Employees are covered by the Workers' Compensation Act.

18.02 Workers' Compensation Supplement and Benefits

- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre injury level of guarantee. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.
- (b) The Employer shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits, provided that the employee makes acceptable arrangements with the Employer for payment of her share of the benefit premiums. In no case shall the Employer be required to cost share the benefits for a period longer than six (6) months from the onset of the WCB period. This shall not determine the employee's eligibility to participate in the plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accumulate vacation credits to a maximum of that which the employee would normally earn during one year of employment.

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 part of this Agreement.

19.02 Biweekly Payment of Wages

Wages shall be paid biweekly.

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, she shall receive the wages of the higher paying position, including for the three (3) days. 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 Retroactive Pay for Terminated Employees*

Employees who have left their employment in the bargaining unit between April 1, 2010 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.

19.05 Shift Premium*

All employees shall receive a shift premium of \$1.50 per hour for all regular hours worked between 1800 hours and 0600 hours.

Effective October 31, 2011 the rate is \$1.75 per hour.

19.06 Weekend Premium*

All employees shall receive a weekend premium of \$1.50 per hour for all regular hours worked between midnight Friday and midnight Sunday effective as follows:

Effective October 31, 2011 the rate is \$1.75 per hour.

ARTICLE 20 – LEAVES 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) An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the leave began.

20.04 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. That is, she shall be scheduled in accordance with Article 10.03 or 10.04 even if it means reassigning client visits from the most junior employee(s).
 - (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 Medical and Dental Appointments and Family Illness*

In this Article family member means spouse, son, daughter, parent, brother, sister, aunt or uncle of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.

Employees with sufficient sick leave credits in accordance with Article 16, shall be allowed paid leave of absence of up to a total of forty (40) hours per annum debited against sick leave credits as follows:

- (a) in order to engage in and facilitate the Employee's person preventative medical or dental care; or
- (b) where an illness of a family member of an employee requires the presence and/ or support of the employee; or
- (c) where preventative medical or dental care for an employee's spouse, child, or parent, whether or not living with the employee, or other family member of the employee who permanently resides with the employee, requires the presence and/or support of the employee.

The Employer may require proof of need for such leave as it considers necessary. Such leave shall not be unreasonably withheld.

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, stepbrother, stepsister, father-in-law, mother-in-law, stepchild 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) 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.
- (d) In the event that the funeral of a relative listed in Article 20.09 (a) and (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.
- (e) An employee shall notify the Supervisor as soon as is reasonably practical of the need for bereavement leave pursuant to this Article.
- (f) 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 work-related proceeding held:
 - (i) in or under the authority of a court; or
 - (ii) 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
 - (iii) 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 without loss of regular 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 may, for any employee, authorize in writing:

- (a) special leave without pay or benefits, for such a period as the Employer deems circumstances warrant.
- (b) special leave without loss of regular pay for reasons other than those covered under Articles 20.01 to 20.11 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 three (3) days for a critical condition which requires her 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 Leave for Storm or Hazardous Conditions

It is the responsibility of the employee to make every reasonable effort to arrive at their work location as scheduled. However, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the employee has the option to:

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated banked vacation credits; or
- (c) when the employee has no entitlement to accumulated paid leave, the employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.

20.14 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.

ARTICLE 21- BENEFIT PLANS

21.01 Group Benefit Plans

- (a) The Employer will continue to participate in a 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 cost share on the basis of 65% of the premiums for the Group Health Plan for those employees who are eligible and who pay their respective share on the basis of 35% of the premiums to participate in the Plan.

21.02 Pension Plan

All members of the bargaining unit [subject to the eligibility provisions of the NSAHO Pension Plan (the "Plan")] must participate in the Plan and contribute an amount equal to the contribution made on their behalf by the Employer.

21.03 Dental Plan

The existing Dental Plan will continue for former employees of the Halifax Homemakers Bureau who participated in such plan in accordance with the existing cost-sharing arrangement until October 1, 2009.

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 a 50/50 Employer / employee cost-sharing of premiums.

21.04 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.

ARTICLE 22 – OCCUPATIONAL 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 Kits

The Employer shall provide a first aid kit to be carried by employees.

22.03 First-Aid and CPR Training

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

ARTICLE 23 – JOB POSTING

23.01 Job Posting

When the Employer decides that a new position or vacancy exists within a Geographic Region which cannot be filled by recall or by an employee previously laid off in such Geographic Region, the Employer shall, subject to operational requirements, offer such new position or vacancy to employees in order of seniority within such Geographic Region.

23.02 Casual Employees

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

23.03 Time Limits for Filling Vacancies

Vacancies in positions shall be filled within one (1) month of the position becoming vacant.

23.04 Non-bargaining-unit Vacancy or New Position

Where the Employer has a job posting for a vacancy outside the bargaining unit, the Employer agrees to post written notice of such job posting.

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 but no less than seven (7) days prior to the notice of lay off being given as per Article 24.04 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

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

- (a) An employee in receipt of a layoff notice may:
 - (i) accept a vacancy in an adjoining Geographic Region; or, if there is no such vacancy,
 - (ii) displace the least senior employee in an adjoining Geographic Region who is less senior, or accept a vacancy in any Geographic Region; or, where there is no such less senior employee or no such vacancy,
 - (iii) displace the least senior employee in any Geographic Region who is less senior than the employee in receipt of the layoff notice, or where the employee is the most junior in the bargaining unit,
 - (iv) accept available work in any Geographic Region

At any of the steps under the above process the employee may choose to accept layoff and be placed on the recall list.

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

24.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Fourteen (14) days notice of layoff shall be sent by the Employer to the employee (s) who is/are to be laid off.
- (c) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, eight (8) weeks' notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off.

24.05 Recall in Order of Seniority

Employees shall be recalled in reverse order of layoff. Employees are responsible for maintaining their current contact phone number and address with the Employer.

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 employment and 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 refuses three (3) offers of recall within their Geographic Region or is laid off for more than eighteen (18) months without recall.
- (d) the employee does not report for work for three (3) consecutive shifts without notice, unless such notice was not reasonably possible.

24.08 Seniority Outside the Bargaining Unit

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

24.09 No Contracting Out

No Employees shall be laid off from employment or have their guaranteed 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 the Employer not less than two (2) weeks prior to the effective date of termination, provided however that the Employer may accept a shorter period of notice. The Employer 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 the Employer in accordance with Article 26.01.

ARTICLE 27 – UNIFORMS AND PROTECTIVE CLOTHING

27.01 Provision of Protective Clothing

The Employer will provide personal care gloves, protective aprons and other materials and equipment needed to carry out job tasks.

27.02 Uniforms

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

ARTICLE 28 – RETIREMENT ALLOWANCE

28.01 Retirement Allowance

- (1) This provision shall become effective on the date of signing the Collective Agreement.
- (2) This provision shall not apply to casual employees.
- (3) This provision shall not apply in conjunction with any other retirement allowance provision.
- (4) An employee who retires because of age, or mental or physical incapacity in accordance with the terms of the Canada Pension Plan or the Employer's Pension Plan, and who has been eligible to join the Employer's Pension or Group RRSP plan for less than ten (10) years, shall be entitled to a retirement allowance. The

retirement allowance shall be five hundred dollars (\$500) for each year of service the employee has not been eligible to join the Employer's Pension or Group RRSP Plan.

- (5) An employee working less than full time at any point during his or her employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to an employee working full time during the length of the service).
- (6) For the purpose of this provision, "service" shall be calculated based on the number of complete calendar years the employee has been employed with the Employer since his or her most recent date of hire.

ARTICLE 29 – TERM OF AGREEMENT*

29.01 Duration and Renewal of Agreement*

- (a) The term of this Agreement shall be from April 1, 2010 to March 31, 2012 and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.
- (b) Except for Appendix "A" or unless specifically provided otherwise in the Agreement, the terms of this Agreement shall become effective from the beginning of the pay period following the date of ratification by the Union.

29.02 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 29.02 (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 30 – SUCCESSOR RIGHTS

30.01 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.
- (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.

30.02 No Liability

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

IN WITNESS WHEREOF the parties have executed this Agreement the 23rd day of October, 2012.

Northwood Homecare Limited

**Nova Scotia Government and
General Employees Union**

R. Kelly

Joan Jessome

A. McInnis

Robin MacLean

C. Westhaver

Donna Munroe

S. Bauld

Vera Hopkins

APPENDIX "A" - WAGES AND CLASSIFICATIONS*

NORTHWOOD HOMECARE LIMITED

Effective Date	March 31, 2010	April 1, 2010	April 1, 2010	April 1, 2011
	(expired)	(rate + availability premium)	(1%)	(1%)
Probationary Rate	\$15.53	\$15.80	\$15.96	\$16.12
Regular Rate	\$16.07	\$16.34	\$16.50	\$16.67

NOTE: Employers will have discretion to recognize relevant experience and pay the Regular Rate to new employees notwithstanding that they are still within their probationary period.

Memorandum of Agreement

Between

Northwood Homecare Ltd.

and

Nova Scotia Government and General Employees Union

Two (2) Hour Availability Requirement

The Parties agree to implement the following modification to the hours of work provisions of the Collective Agreement in accordance with the following:

1. The Employer agrees to remove the requirement for two (2) hours of availability for a designated 25% of the employees in each of the 4 Geographic Regions, by seniority, regardless of their level of guaranteed hours. Employees on LTD, extended Worker's Compensation or sick leave at the time of the implementation of these changes will not be included in the 25% until they return to work.
2. Based on operational requirements such employees shall be assigned a designated time frame in which their hours of work will be scheduled. Such hours of work are inclusive of client time, break time (excluding unpaid meal breaks), travel time between clients, time spent in meetings as called by the Employer, and administrative time, scheduled in accordance with their level of guarantee. The designated time frame may be adjusted by the Employer based on operational requirements. It is the intention of the parties that designated time frames will not be adjusted on a daily or weekly basis.
3. It is understood that with the implementation of the above modifications employees will be paid based on their biweekly guaranteed hours.
4. Within three (3) months of ratification of the Collective Agreement, the designated employees in all 4 Geographic Regions will have the two (2) hours of availability removed from their schedule. The first 10% of such designated employees shall have the availability requirement removed within six (6) weeks following ratification.
5. Following implementation of the modifications, Northwood shall review the indirect time (the cost to Northwood for all hours paid to the employee where there has been no corresponding time spent with the client), client service time and scheduling variables upon the completion of each biweekly pay period. Such review shall be completed within two (2) weeks following the end of that period.
6. Should this review demonstrate that it is operationally feasible to do so, the Employer will remove the requirement for the two (2) hours of availability for up to an additional 5% of employees in any Geographic Region.

7. Should this review demonstrate that the modifications to the hours of work are not operationally feasible in any Geographic Region the Employer may decrease the number of employees eligible for the modifications by up to 5% of the employees in that Geographic Region. In such case Northwood will provide affected staff two (2) weeks notice of the change in their availability requirement.
8. The results of the review and any subsequent decision to increase or decrease the number of employees eligible as noted above will be reviewed and discussed with the appointed NSGEU representative and a union representative from each Geographic Region. The Employer and the designated union representatives shall meet every six weeks as required. Such meetings may be conducted via teleconference or other means and may be cancelled or rescheduled by mutual agreement.
9. In the event the Employer decides, based on operational requirements as noted in paragraph 5, to discontinue this agreement on the two (2) hour availability requirement, the Union may submit the matter of this decision to an expedited arbitration process before a sole arbitrator mutually agreed to by the parties. The jurisdiction of the Arbitrator shall be limited to determining whether or not the employer made its decision in bad faith or in an arbitrary or discriminatory manner.
10. The continuation of this Memorandum of Agreement shall be contingent upon there being no increase in the amount (cost) of indirect time within the bargaining unit.
11. The provisions of Article 10 and all other relevant Articles of the Collective Agreement shall be deemed to be amended in accordance with the operation of this MOA. Should the modifications become null and void, the current language of provisions of Article 10 and all other relevant Articles of the Collective Agreement shall remain in force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement the 23rd day of October, 2012.

Northwood Homecare Limited

**Nova Scotia Government and
General Employees Union**

R. Kelly

Joan Jessome

A. McInnis

Robin MacLean

C. Westhaver

Donna Munroe

S. Bauld

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