



## **COLLECTIVE AGREEMENT**

**Between**

**BLUE SKY FAMILY CARE LTD.**

**And**

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF  
PUBLIC AND PRIVATE EMPLOYEES**

**Expiry: March 31, 2026**

**THIS AGREEMENT** made this 1<sup>st</sup> day of December, Anno Domini, Two Thousand and Twenty-Two.

BETWEEN:

**BLUE SKY FAMILY CARE LTD.**, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Employer");

of the one part;

AND

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

**THIS AGREEMENT WITNESSETH** that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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## **ARTICLE 1 PURPOSE**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union and to set forth certain terms and conditions of employment.

## **ARTICLE 2 RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Employer listed in Schedule "A".

- 2.02 Any unresolved dispute on future inclusions or exclusions in the Bargaining Unit will be referred by either party to the Labour Relations Board.

2.03 Work of the Bargaining Unit

Employees not covered by the terms of this agreement will not perform duties normally assigned to Employees within the Bargaining Unit except for the purpose of instruction, experimenting, emergencies or when regular Employees are not readily available, or as may otherwise be mutually agreed by the parties.

2.04 No Other Agreements

No Employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

## **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and agrees that, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all rights, power and authority to conduct its business efficiently, manage its operations and direct its Employees in all respects, including, without limitation, the right, power and authority to make, enforce and alter, from time-to-time and at any time, rules, regulations and policies to be observed by the Employees.

## **ARTICLE 4 INTERPRETATION AND DEFINITION**

### 4.01 Definitions

- (a) “Bargaining Unit” means the bargaining unit recognized in accordance with Article 2.
- (b) “Business Days” means days when the Employer’s head office is open.
- (c) “Call-in Employee” means an Employee who is on the call-in list and can be scheduled for multiple shifts at a time or on a shift-by-shift basis.
- (d) “Client” means, *inter alia*,:
  - (i) a child or youth who is receiving care from the Employer; or,
  - (ii) the relevant Director of Child Protection Services; or,
  - (iii) in the case of an individual receiving subsidization for care from the Province of Newfoundland and Labrador, the Province of Newfoundland and Labrador; or,
  - (iv) in the case of an individual being cared for under the direction of a Power of Attorney, the person possessing the Power of Attorney.
- (e) “Confirmed Employee” means an Employee filling a Confirmed Position on a permanent or temporary basis.
- (f) “Confirmed Position” means a full-time or part-time position established for a Home.
- (g) “Contacted” means a documented attempt by the Employer, including date and time, to establish communications with an Employee by using the contact information provided to the Employer by the Employee.
- (h) “Day” means a calendar day, beginning at 0000 hours and ending at 2359 hours, unless otherwise stipulated in the Agreement.
- (i) “Employee or Employees” means any person employed in a position which falls within the Bargaining Unit.
- (j) “Employer” means Blue Sky Family Care Ltd. doing business as Blue sky Family Care Ltd.

- (k) "Geographical Area" means a radius of forty (40) kilometers of the city/town hall in the municipality where the Employer operates a Home(s).
- (l) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (m) "Home" means a property owned and/or operated by the Employer where children or youth reside and where Employees perform work in providing care to the children or youth residing at the property.
- (n) "Layoff Notice" means notice in writing which is hand delivered to the Employee or a person the Employee has designated in writing to receive written communication from the Employer or delivered by registered or certified mail or courier or delivered via electronic mail to the address on file for the Employee.
- (o) "Week" means the period from 0001 hours Saturday to 2400 hours the following Friday, inclusive.
- (p) "Year" means the calendar year unless otherwise provided.

4.02

Gender

For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice versa as the context may require.

The Union and the Employer agree to incorporate gender neutrality throughout this Agreement.

**ARTICLE 5 UNION SECURITY**

5.01

(a) Deduction of Union Dues

The Employer shall, as a condition of employment, deduct from the bi-weekly pay of every member of the Bargaining Unit an amount equal to the regular bi-weekly membership dues of the Union.

(b) Notification of Deductions

The amount of the regular dues shall be authorized by the Union and the Union shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change.

5.02 Remittance of Union Dues

Deductions shall be forwarded to the President of the Union by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The cheque shall be accompanied by a list which shows the Employee's full name, Social Insurance Number, mailing address, phone numbers, classification and the amount deducted on the Employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5.03 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect Shop Stewards on a ratio of 1:20. The Union shall notify the Employer in writing of the name(s) of the Steward(s) before the Employer shall be required to recognize them.

5.04 Union Leave for Processing Grievances and Complaints

- (a) Every effort shall be made to schedule meetings during an Employee's time off. In the event that this is not practical, and where operational requirements permit, grievance meetings shall be scheduled during the working hours of the grievor and one (1) Local Union representative. In the case of a group grievance, one (1) Employee from the group will be entitled to such leave.
- (b) The Employer recognizes the right of Employees to be represented by a paid full-time representative of the Union at any formal step in the grievance and arbitration procedure.

5.05 New Members

The Employer agrees to give new Employees a union card, a copy of the Collective Agreement and a list of the local executive and shop stewards, as provided by the Union.

5.06 Online Bulletin Board

The Employer shall provide an online bulletin board to the Union to post articles, circulars, memo, etc. dealing with Union business.



## **ARTICLE 6 NO DISCRIMINATION**

- 6.01 The Employer and the Union agree that there shall be no discrimination with effect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by any grounds prohibited under the *Human Rights Act of Newfoundland and Labrador*, nor by reason of their membership or activity in the Union.

## **ARTICLE 7 HARASSMENT**

- 7.01 The Employer and the Union recognize the right of employees to work in an environment free from harassment as defined in the *Human Rights Act of Newfoundland and Labrador*. The Employer shall undertake to investigate alleged occurrences of harassment with reasonable dispatch.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### 8.01 Definition

For the purpose of this Agreement, a Grievance means a complaint in writing presented in accordance with this Agreement arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

### 8.02 Grievance Process

#### Complaint Stage (Verbal)

It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible. It is understood that both Employee and Union policy grievances must be discussed at the complaint stage prior to becoming a valid grievance. An Employee has no grievance until the Employee has first submitted their complaint to the Shop Steward and said Steward considers the complaint to be justified and until the Employee and Shop Steward have given their immediate manager or another manager designated by the Employer the opportunity to resolve the complaint. Such complaint(s) shall be discussed with the immediate manager within five (5) Business Days after the circumstances giving rise to the complaint occurred or after such circumstances ought reasonably to have come to the attention of the Employee or the Union. The Employer shall provide a response to the complaint within five (5) Business Days of the discussion.

### Step 1 (Written)

Failing settlement at the complaint stage, the Employee may submit a formal grievance, in writing, signed by both the grievor and the Shop Steward, to the immediate manager within five (5) Business Days of the response at the complaint stage. Such grievance shall state the nature of the grievance, the remedy sought and the provisions of the Agreement which are allegedly violated. The manager shall reply to the grievance in writing no later than five (5) Business Days from the time the grievance was submitted to them.

### Step 2

Failing settlement at Step 1, the grievor, through the Shop Steward, may submit the grievance within five (5) Business Days from the reply at Step 1 to the Executive Director or designate. The Executive Director or designate shall meet with the Shop Steward and the grievor in an effort to settle the grievance. The Executive Director or designate shall reply to the grievance no later than ten (10) Business Days from the time the grievance was submitted to them.

### Step 3

Failing settlement at Step 2, either party may refer the grievance to arbitration within fifteen (15) Business Days of the Step 2 decision.

## 8.03 Union Representation

In accordance with Clause 5.04 (b) the Employee may be represented by a paid full-time representative of the Union at Step 1, 2 or 3 of the Grievance Procedure.

## 8.04 Time Limits

The time limits specified in this Article may be extended in writing by mutual agreement of the parties.

## 8.05 Suspension or Discharge Grievance

A grievance by an Employee who has completed their probationary period claiming that they have been unjustly discharged or suspended may be submitted directly to the Executive Director or designate at Step 2 of the Grievance Procedure. Such grievance must be received by the Executive Director or designate within five (5) Business Days of the date of notification of the suspension or discharge.

8.06 Policy and Group Grievances

(a) Policy Grievance

Where a grievance is initiated by either the Union or the Employer, the procedure shall start with the Executive Director or designate at Step 2 of Clause 8.02

(b) Group Grievance

Where a number of Employees have similar grievances and each Employee would otherwise be entitled to grieve separately, they will present a group grievance in accordance with Clause 8.02 identifying to the Executive Director or designate each Employee who is grieving.

8.07 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error, or by the inadvertent omission of a Step in the Grievance Procedure.

**ARTICLE 9 ARBITRATION**

9.01 No matter may be submitted to arbitration under this Article unless settlement thereof has been attempted through the Grievance Procedure set out in Article 8.

9.02 Notice to refer a grievance to arbitration shall be in writing in accordance with the time limits set out in the Grievance Procedure. Failure to refer a grievance to arbitration within the specified time limits will be interpreted as abandonment of the grievance.

9.03 Within ten (10) Business Days from the time of the notice to either party of its intention to submit the grievance to arbitration, the parties shall appoint their respective nominees to the Arbitration Panel, who will select a mutually agreeable chair within a further fifteen (15) Business Days, or if mutually agreed the parties may, within the initial ten (10) Business Days agree to the appointment of a sole Arbitrator to hear the matter.

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Panel in which event the provisions of this Article and any other provisions which refer to an Arbitration Panel shall apply equally to a single Arbitrator. Should the parties fail to agree upon an Arbitrator, then the party initiating the grievance shall request the appointment of an

Arbitrator by the responsible Minister of the Government of Newfoundland and Labrador.

- 9.04 The decision of the Arbitration Panel shall be binding on both parties. The Arbitrator shall have no authority or discretion to alter, amend or modify any provisions of this Agreement.
- 9.05 The Arbitration Panel shall render its decision in writing within thirty (30) Days from the date of the hearing.
- 9.06 Each party shall pay:
- (a) the fees and expenses of the nominee it appoints; and
  - (b) one-half (1/2) of the fees and expenses of the Chairperson.
- 9.07 If agreed by the parties, alternative dispute resolution mechanisms may be employed as an alternative to the traditional arbitration process.
- 9.08 Time limits may be extended by mutual agreement, in writing, between the parties to the grievance.
- 9.09 The parties may have the assistance of Employees who are required to appear as witnesses in arbitration. Employees who are required to appear as a witness will be granted time off work without pay.

## **ARTICLE 10 LABOUR-MANAGEMENT & OHS COMMITTEES**

### **10.01 Labour-Management Committee**

The parties agree to establish a Labour-Management Committee which shall be composed of no less than three (3) Employees representing the Eastern, Central and Western Regions or some other composition as agreed to by the parties. These Bargaining Unit representatives shall be elected or appointed by the Union.

The topics for discussion and the frequency of the meetings shall be determined by mutual consent of the parties. Discussions held during Labour-Management Committee meetings shall be considered "without prejudice" and agreements reached shall not be binding on either party unless specifically agreed in writing between the Union and the Employer.

### **10.02 Occupational Health & Safety Committee**

Recognizing its responsibilities under the *Occupational Health and Safety Act*, the Employer agrees to establish an Occupational Health and Safety

Committee with one (1) Employee representative from each of the Western and Central Regions and two (2) Employees from the Eastern Region. These Bargaining Unit representatives shall be selected or appointed by the Union. Where no Employee is available in a particular Region, the Union shall determine an appropriate alternate representative.

- 10.03 It is agreed by the parties that electronic media shall be used when deemed necessary for both the Labour-Management Committee and Occupational Health and Safety Committee.

### **ARTICLE 11 SEVERE WEATHER CONDITIONS**

- 11.01 (a) During severe weather conditions or a declared state of emergency, the Employer shall determine whether or not operations will be suspended in a particular area, municipality, or local service district. Should a suspension of operations occur Employees shall suffer no loss of pay.
- (b) No Employee shall be required to travel on the Employer's business outside their Geographical Area during severe weather conditions or declared state of emergency. Accommodations or alternate travel shall be required by the Employer where prior approval is granted when an Employee is unable to continue due to the above conditions.
- (c) Employees who are unable to travel to work due to closure of highways or roadways that are impassible as declared by police services or highway officials may choose to use vacation pay if they are unable to report to work due to severe weather conditions.
- (d) The parties agree that schedules can be rearranged, where possible, when an Employee is unable to report to work due to severe weather conditions.

### **ARTICLE 12 PROBATION, DISCIPLINE AND EMPLOYEE FILES**

- 12.01 (a) The probationary period for Employees shall be one thousand and ninety-two (1092) working hours from the date of the Employee's first hour worked. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.
- (b) The Employer shall not determine that a particular Employee is unsuitable for a position during their probationary period without first notifying the Employee regarding suitability. Once notified of a

concern regarding suitability, the Employee shall be granted a reasonable period of time to address the concern.

- (c) The Employer and the Union may agree to extend the probationary period for individual Employees.
- (d) The termination of probationary Employees for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance or arbitration procedure.

## 12.02

### Discipline

#### (a) Notification

The Employer has the right to discipline and discharge Employees for just cause. Where the Employer is considering taking any form of written disciplinary action against an Employee, the Employer shall conduct its investigation in an expeditious manner and shall notify the Employee of any disciplinary action within ten (10) Business Days of the occurrence or discovery of the matter giving rise to the discipline.

#### (b) Right to Representation

Where an Employee is required to attend a meeting with the Employer to be discharged, suspended, or given a written warning, or to discuss a matter for which some level of written discipline is being considered, the Employer shall advise the Employee that they have a right to be accompanied by a Shop Steward. The Employee will be informed of the nature of the meeting in advance. It is the responsibility of the Employee to acquire Union representation. In the event that the Employee is unsuccessful with contacting a Shop Steward; such meeting shall be postponed and the time limit in Clause 12.02 (a) extended as necessary. If the Employee decides not to contact a Union Representative, the Employer shall have them note their decision in a prescribed form that clearly indicates that they have waived their right to representation. All Union representation waivers shall be forwarded to the Union.

#### (c) Justice and Dignity

Where an Employee is suspended as part of an ongoing investigation conducted by the Employer, the Employee shall be compensated for time lost in the pay period. The Employer shall take all reasonable efforts to conclude the investigation within a one (1) week period.

In the event that the Employer is unable to complete its investigation within the above time frame, the Union and the Employer shall meet to discuss amending the investigation timeline and awarding appropriate compensation to the suspended Employee.

In the event the investigation concludes that an Employee is to be reassigned or removed from a position, the Employer shall offer the Employee alternate work based on their qualifications, seniority, and availability of work in the Employee's Geographical Area.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, the Employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

(e) A written warning or other disciplinary record shall not be considered in subsequent disciplinary action if the relevant period of time has expired without a violation or infraction being committed that warrants disciplinary action. The period of time shall be eighteen (18) months for any disciplinary record being placed on an Employee's file.

(f) Verbal sanctions by the Employer shall be considered coaching action and shall not form any part of the progressive disciplinary procedure. For verbal sanctions, the Employer is not required to advise the Employee that they have a right to be accompanied by a Shop Steward but recognizes the Employee's right to include a Shop Steward if they so choose.

12.03 Employee Files

There shall be only one (1) Employee file, and Employees shall have access to review their file, provided reasonable notice is given, and Management is present. This right will not be exercised more often than once every three (3) months. The Employee file shall consist of a hardcopy file along with necessary electronic documentation contained in the Employer's Human Resource Information System.

12.04 Criminal Liability: Indemnity for Legal Fees

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an Employee in the course of their duties, provided that the Employer is satisfied that the Employee performed duties as required by the Employer. No compensation shall be paid for legal counsel not pre-approved by the Employer.

**ARTICLE 13 SENIORITY**

13.01 Seniority Defined

- (a) Subject to Clause 13.01 (c) and Clause 13.04, seniority ranking for all Employees shall be determined by the Employee's date of hire.
- (b) Seniority shall operate on a Bargaining Unit wide basis.
- (c) Date of hire ranking shall commence on November 18, 2015 for all new hires. The existing seniority list using hours of work shall be preserved effective November 17, 2015, and such ranking will remain unchanged with new hires being placed according to their date of hire.
- (d) If the situation should develop whereby two (2) or more Employees have the same date of hire, with the exception of Employees on the preserved listing, seniority shall be broken by random draw; i.e. drawing names from a hat. A Union Representative, together with Employees whose names are in a hat, or their designates, are entitled to be present with management when the draw takes place.

13.02 Seniority List

The Employer shall maintain a seniority list for all Employees. An up-to-date seniority list shall be sent to the Union and sent to Employees via electronic mail and posted in January and July of each Year. The seniority list for all Employees shall show, subject to Clauses 13.01 (c) and 13.04, the last date of hire for each Employee by classification and home office location. The "cutoff date" for the January list will be the end date for the final payroll in December of the previous year and the July list cutoff date will be the final pay period of June.



13.03 Probation for Newly Hired Employees

After the completion of the probationary period as specified in Article 12, Employees shall be credited with seniority effective from the original date of hire with the Employer.

13.04 Loss of Seniority

An Employee shall lose all seniority and service and their employment will be deemed to be terminated if they:

- (a) are discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) resign in writing and do not withdraw their letter of resignation within three (3) calendar days of its submission. In the event of a verbal resignation, verification of the resignation shall be confirmed by the Employer on the third calendar day of the Employee's resignation. A failure of the Employee to respond to the Employer's verification email within twenty-four (24) hours shall be deemed verification of the resignation.
- (c) are absent from work in excess of three (3) working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;
- (d) fail to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail or by electronic mail, except when such failure is caused by sickness verified by a medical certificate or by just cause. It shall be the responsibility of the Employee to keep the Employer informed, in writing or by electronic mail, of their current address and telephone number;
- (e) are laid off for a period longer than twenty-four (24) months.
- (f) have been Contacted by the Employer for recall from layoff and they have not responded to the Employer within five (5) Days without providing satisfactory reasons to the Employer.

13.05 (a) Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without their consent.

(b) Leave for Work Outside the Bargaining Unit

Effective April 1, 2010, the Employer may, at its sole discretion, offer temporary or permanent employment outside the Bargaining Unit to members of the Bargaining Unit. Such Employees shall be entitled to a maximum of twelve (12) months unpaid leave for the purposes of accepting work outside the Bargaining Unit as offered by the Employer.

- (i) An Employee who takes unpaid leave to accept work outside the Bargaining Unit shall not be subject to any benefits of this agreement during this period, save and except seniority. During the period of unpaid leave the Employee will maintain their place on the seniority list.
- (ii) Employees may return to their regular Bargaining Unit classification subject to giving the Employer two (2) weeks' notice, in writing. Where an Employee returns to their Bargaining Unit classification a more junior Employee may be displaced.
- (iii) Employees shall continue to pay dues.
- (iv) Employees shall not have access to the Grievance Procedure.

**ARTICLE 14 JOB COMPETITIONS AND PROMOTIONS**

14.01 Job Postings

When a vacancy occurs or a new Confirmed Position is created within the Bargaining Unit, the Employer shall post notices of the Confirmed Position in accessible places in the Employer's premises, as well as, via email to all Employees for a period of not less than seven (7) calendar days prior to awarding the position.

14.02 Information on Postings

Notices of new Confirmed Positions or of vacancies inside the Bargaining Unit shall contain the following: title of position; qualifications; required knowledge and education; skills; wage classification, shift rotation, Geographical Area (municipality) of where the posting is required; and the type of shift work to be performed. Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 Procedure for Filling Vacancies

- (a) No Confirmed Position will be filled from outside the Bargaining Unit until the applications of present Employees have been fully processed.
- (b) Where;
- (i) In the Employer's opinion, a temporary Confirmed Position is expected to exceed a period of thirteen (13) weeks, the position shall be posted in accordance with Clause 14.01.
- (ii) A temporary Confirmed Position has an end date, it shall not be extended by more than thirteen (13) weeks unless mutually agreed by the Employee and the Employer.
- (iii) The Employee declines an extension, the Employer shall fill the Confirmed Position as per Clause 14.03(b)(i). The thirteen (13) week period shall commence when the Employee vacates the Confirmed Position.

14.04 Role of Seniority in Promotions and Transfers

- (a) Both parties recognize:
- The principle of promotion within the service of the Employer;
  - That job opportunity should increase in proportion to length of service.

Therefore, when a vacancy occurs in a Confirmed Position within the Bargaining Unit, or when a new Confirmed Position is created within the Bargaining Unit, Employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the Employee's qualifications meet the required standard for the position. Appointments from within the Bargaining Unit shall be made as soon as possible.

- (b) When a Confirmed Position is posted on a permanent basis and is awarded to an Employee who has not completed their probationary period in accordance with Clause 12.01, the Employee will be awarded the position on a temporary basis until they have completed their probationary period. After completion of the probationary period the Employee will be confirmed in the position on a permanent basis and where the position is for a new classification the Employee will be placed on the trial period in accordance with Clause 14.05.

- (c) The Employer may utilize reasonable competency testing as a prerequisite for positions that require supervisory work. This includes, but is not limited to, reasonable knowledge-based assessments and ability assessments related to the completion of work and duties related to the role.

Employees shall be provided with all materials needed to prepare them for competency testing that is required by the Employer. Where a decision has been made using competency testing for Child Youth Care Supervisors that do not comply with the provisions of this Article, the Union may request in writing, the rationale with respect to the decision and the same shall be provided.

#### 14.05 Trial Period

The successful applicant shall be placed on trial for a period of 480 working hours. Conditional on satisfactory service, the Employer shall confirm the Employee's appointment after the period of 480 working hours. In the event that the Employee proves unsatisfactory in the Confirmed Position during the trial period, or if the Employee is unable to perform the duties of the new Confirmed Position, they shall be returned to their former position and salary rate without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, and salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where the Employer and the Union agree, the Employee may revert to their former position prior to the completion of the trial period.

#### 14.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the most senior Employee who applies for the position and who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy and indicates so in their application. Such an Employee will be given a reasonable opportunity to qualify for the position, taking into consideration the business needs of the Employer.

If the Employee commences working in the position without the required qualifications, they shall have the opportunity to revert to their former position if the required qualifications are not met within a time established between the Employee and Employer prior to the commencement of work in the position.

14.07 Notification of Successful Applicant

Within seven (7) Days of the date of the appointment to a vacant position, the name of the Employee who is the successful applicant shall be sent to each other Employee who applied for the position. Employees may be advised through means of internal electronic mail system where the Employer has provided appropriate access to the Employees.

14.08 Employees in a supervisory classification who wish to terminate their employment in that classification, shall give the Employer four (4) Weeks' notice before being allowed to drop back to their former classification and status of employment.

**ARTICLE 15 STAFFING AND SCHEDULING**

NOTE: This Article applies to all Employees, however where Article 27 applies the Clauses in Article 27 override, where applicable, the Clauses in this Article.

15.01 Staffing

- (a) The parties acknowledge that Client needs and/or preferences may impact staffing actions.
- (b) Employees are not hired to work in a specific Home only and they cannot choose to work in only a certain Home(s) in a Geographical Area. Confirmed Employees work in a specific Geographical Area and are assigned by the Employer to a Home within the Geographical Area. Call-in Employees work in a specific Geographical Area and are assigned to fill available shifts or to supplement the workforce as needed at any Home within the Geographical Area.
- (c) Employees who wish to be considered for reassignment may make such a request, in writing, to the Employer for approval. Employees shall provide a minimum of fifteen (15) Business Days' notice for such requests.
- (d) For staffing and scheduling purposes, it is the responsibility of Employees to ensure the Employer is notified in writing of their current mailing address, telephone number(s), and email address(es).

15.02 Hours of Work

- (a) The standard full-time hours of work for Confirmed Employees who work twelve (12) hour shifts is an average of eighty-four (84) hours biweekly or two thousand one hundred eighty-four (2184) annually.

(b) The standard full-time hours of work for Call-in Employees who work twelve (12) hour shifts is an average of eighty (80) hours biweekly or two thousand and eighty (2080) annually.

(c) Smoothing

Full-time Confirmed Employees shall work eighty-four (84) hours in a bi-weekly pay period with eighty (80) hours paid at their regular rate of pay and four (4) hours placed in a smoothing bank, thus allowing two (2) scheduled paid days (24 hours) off in each twelve (12) week period.

15.03 Working Schedule

(a) Recognizing the particular and unique needs of Clients of the Employer and that the very nature of this work dictates that such services cannot always be predicted in advance, the parties, therefore, agree that the work schedules for Employees may be arranged on a flexible basis in the interest of Client care and/or efficiency of the Employer's operation.

(b) Subject to the other provisions of this Article, the Employer shall make a reasonable effort to schedule work to maximize Employees' hours of work. The Employer shall also make a reasonable effort to schedule work to provide consecutive hours where possible.

(c) Subject to other provisions of this Article and adjustments during the Christmas Holiday season in accordance with Clause 15.04, the Employer shall schedule weekend, evening and night shifts on a rotational basis, except where mutually agreed between the Employee and Employer. The Employer shall endeavor to schedule every second weekend off. Employees who work less than thirty (30) hours per week shall receive a minimum of every third weekend off, unless otherwise mutually agreed. A weekend off, for Employees who regularly work twelve (12) hour shifts, shall be a period including the Saturday and the Sunday from at least Friday at 1900 hours to Monday at 0700 hours.

(d) Shift Preference

(i) Where possible, the Employer will make an effort to accommodate a Confirmed Employee's preference to work day/night shifts on a temporary or permanent basis.

(ii) Two Confirmed Employees in the same Home may make a request to the Employer on working permanent day or night shifts; this request shall not be unreasonably denied.

- (iii) Confirmed Employees who normally work a 12-hour shift rotation of days and nights shifts, may request to be scheduled for two (2) weeks of days shifts in one pay period and two (2) weeks of nights shifts on a continuous basis. One hundred percent (100%) agreement is required from Confirmed Employees in each Home. Confirmed Employees shall give the Employer four (4) Weeks' written notice prior to the requested date of change.

(e) Days Off

An Employee will not be scheduled to work more than:

- (i) three (3) consecutive Days without Days off, for Employee's who work twelve (12) hour shifts, except by mutual agreement of the Employee and the Employer.

OR

- (ii) six (6) consecutive Days without Days off for Employees who work less than twelve (12) hour shifts, except by mutual agreement of the Employee and the Employer.

(f) Call-in Employees Maximum Scheduled Hours

The parties recognize that job security should increase with an Employee's length of service. In keeping with this principle, and provided that the Call-in Employee is qualified, able to meet Client needs and is readily available, the Employer will schedule Call-in Employees on a seniority basis:

- (i) to a maximum of eighty (80) hours bi-weekly for Call-in Employees who work twelve (12) hour shifts or by mutual consent of the Employee and Employer for Call-in Employees who regularly work shifts less than twelve (12) hours.

OR

- (ii) to a maximum of forty (40) hours/week for Call-in Employees who regularly work shifts less than twelve (12) hours.

(g) Rest Between Shifts and Rest Periods

- (i) Where operational, staffing and scheduling contingencies make it possible, the Employer shall schedule at least twelve (12) hours between shifts for Employees who regularly work twelve (12) hour shifts, unless the Employee and the Employer mutually

agree otherwise. Notwithstanding the above, all Employees shall receive a minimum of eight (8) consecutive hours rest from work in each unbroken twenty-four (24) hour period.

- (ii) Employees working night shift shall not be required to attend meetings, investigations, and training for the Employer during the day when that Employee should be normally sleeping, unless an emergency situation arises.
- (iii) The Employer recognizes the Employees' right to rest periods. In the event that an Employee is unable to regularly access required rest periods, the Employer shall ensure rest periods are made available.

(h) Cancelled Shift

If an Employee reports for a scheduled shift and the shift is subsequently cancelled, the Employee shall be paid for the scheduled hours.

(i) Exchange of Shifts

Employees shall be permitted to change shifts with another Employee provided the request is made in advance and approved in writing by their immediate Manager or Scheduling. Requests for shift exchanges must be made in the pay period in which they occur and shifts may only be changed for another shift in the same pay period. Employees shall not be paid overtime for any hours worked as a result of an unapproved shift exchange.

(j) Minimum Shift Duration

An Employee is not obligated to accept a shift that is less than three (3) hours in duration with the exception of attendance at investigations and training.

(k) CSSD Investigation

The Union shall be notified of all Employees that have been removed from shift due to an investigation conducted by the Department of Children, Seniors, and Social Development (CSSD).

15.04 Christmas and New Year's Scheduling

- (a) The Employer agrees that an Employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off, and an Employee



scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and shall receive Christmas Eve as a scheduled day off, unless otherwise mutually agreed between the Employee and the Employer.

The parties agree that scheduling flexibility with respect to scheduled days off and weekends off shall be required for a four (4) week period that includes Christmas and New Year's in order to accommodate no loss of hours for Employees.

- (b) The Employer agrees that Employees who work Christmas of one year shall have Christmas off the following year, and Employees who work New Year's of one year shall have New Year's off the following year unless otherwise mutually agreed between the Employee and the Employer.
- (c) An Employee may request to not be scheduled one of either Christmas Day or the corresponding New Year's Day. The Employer shall make best efforts to accommodate such a request.

15.05 Scheduled Training

If an Employee is scheduled for Client specific or mandatory training with the Employer outside of normal working hours, these hours scheduled shall be considered as hours worked but shall not be considered for the calculation of overtime.

15.06 Availability for Work

- (a) Call-in Employees shall advise the Employer in writing of the maximum number of hours they are prepared to accept. Call-in Employees may, at any time, change the maximum number of hours by giving written notice to the Employer not less than four (4) Weeks prior to the requested date of change.
- (b) Call-in Employees who are regularly scheduled to work less than full-time hours, and who wish to be considered for additional hours, must advise the Employer, in writing, of their availability. The Employer is not obligated to offer additional or alternate hours to Call-in Employees who do not clearly state in writing their availability for such hours.
- (c) Call-in Employees may not receive their full requested hours if they have limited their availability.
- (d) Call-in Employees who are scheduled for less than forty (40) hours weekly, or a lesser number as determined by Clause 15.06(a), shall

accept additional shifts as assigned to them up to the Call-in Employee's specified maximum hours.

- (e) Call-in Employees who are attending an approved program of study at a recognized educational institution may limit their availability for work in accordance with Clause 20.08(c).
- (f) Confirmed Employees who wish to work less hours shall advise the Employer, in writing, no less than six (6) Weeks prior to the requested date of change. Such Confirmed Employees shall thus forfeit their Confirmed Positions and become Call-in Employees and placed on the call-in list in accordance with their seniority.
- (g) Subject to operational requirements, the Employer may refuse to grant any request where the Employee seeks to work less than twenty-four (24) hours in a bi-weekly pay period.

15.07

Client/Employee Compatibility

- (a) In situations where the compatibility between the Client and the Employee results in a sustained reduction in hours for the Employee, the Employer agrees to meet with the Employee and the Union to discuss resolution of the root cause of the incompatibility or the availability of alternate work. The Employer shall endeavour to provide the Employee with similar work and the Employee shall accept such work when offered.
- (b) Subject to Article 23, if an Employee suffers a partial or total reduction in hours due to a Client/Employee incompatibility, Client hospitalization, death or incarceration, or any other event beyond the control of the Employee and/or the Employer, the Employer shall endeavour to provide the Employee with similar type and hours of work, and the Employee shall accept such work when offered. In the event that alternate work is not immediately available, the Employee shall be placed on the Recall List, relative to their seniority, and offered hours to replace those lost due to the above event(s).
- (c) All cases of incompatibility that result in a sustained reduction of hours for an Employee shall be reported to the Membership Servicing Officer for the Employee.

15.08

Call-In Lists and Overtime Lists

- (a) The Employer shall maintain a list of Employees for call-in and overtime shifts. All Employees shall be included on the call-in and overtime lists, save and except those Employees who have reached three (3) years of

service and supervisor who wish to opt out.

- (b) Employees who opt out, as noted in Clause 15.08 (a), shall notify the Employer in writing. Opt out notifications shall only be accepted by the Employer on a quarterly basis and will be processed on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> of any calendar year.
- (c) If a Call-in Employee refuses any three (3) consecutive call-in shifts in a six (6) month period without just cause, they will be dropped to the bottom of the seniority list. Their new seniority date will be the date they are dropped to the bottom of the seniority list.

15.09

Standby

For the purpose of this Article, standby means any period of time during which the Employer requires an Employee to be readily available for work. Full-time Confirmed Employees shall only be required to perform standby duty in the event no Call-in Employees are available or those available are at their maximum hours for the pay period. No Employee on approved paid leave shall be required to perform standby.

- (a)
  - (i) Effective date of signing an Employee required to perform standby duty shall be paid twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.
  - (ii) When standby is required on a statutory holiday outlined in Clause 17.01, the rate of compensation shall be twenty-two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.
- (b) Twelve Hour Shifts
  - (i) An Employee required to perform standby duty shall be paid thirty dollars and sixty cents (\$30.60) for each twelve (12) hour shift of standby.
  - (ii) When standby is required on a statutory holiday outlined in Clause 17.01, the rate of compensation shall be thirty-three dollars and ninety cents (\$33.90) for each twelve (12) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the Employee does not report for work when required.
- (d) The volume and frequency of standby duty shall be at the sole discretion of the Employer. In overtime situations, standby shall be

equitably distributed. The Employer will endeavour to have the standby schedule posted by noon each day.

- (e) Subject to Clauses 15.03 and 15.04, Confirmed Employees and Call-in Employees scheduled or working their specified maximum hours may opt out of standby duty. However, in situations of staffing shortage or emergency circumstances only, Employees may be required to perform standby duty of short duration to address the immediate staffing requirements of the Employer.

## **ARTICLE 16 OVERTIME**

### **16.01 Overtime Hours**

- (a) All time worked by Employees in excess of eighty-four (84) hours bi-weekly or in excess of thirteen (13) consecutive hours in any unbroken twenty-four (24) hour period, shall be considered overtime subject to Clauses 15.05 and 16.06. All overtime is subject to the prior approval of the Employer.
- (b) In the event that an Employee's shift is extended beyond twelve (12) hours, the Employer will provide access to reasonable and sufficient meals.
- (c) In situations where the minimum overtime rate of pay, as per Labour Standards, exceeds an Employee's regular hourly rate of pay, the Employee shall be paid at the higher rate of pay for any hours worked in excess of forty (40) hours per week. With reference to Clause 15.08, Confirmed Employees' four (4) smoothing hours are excluded from this Clause.

### **16.02 Overtime Rate and Banked Overtime**

- (a) All overtime hours worked shall be compensated at the rate of one and one half (1.5) of the Employee's regular rate of pay for their classification.
- (b) In lieu of payment for overtime, Employees may choose to receive time off with pay to be taken within one-hundred and twenty (120) days of the date the overtime was worked and at a date mutually agreed between the Employee and the Employer. The Employee's request to receive time off rather than payment must be emailed to their Manager and Scheduling for the Week in which the overtime was worked. Such "banked" overtime shall be recorded at the rate established in accordance with Clause 16.02 (a). Banked overtime cannot be carried

over from one calendar year to the next. Any banked overtime remaining at the end of the calendar year in which it was banked will be paid to the Employee in the first pay period of January of the following calendar year, at the rate established in Clause 16.02 (a).

16.03 Distribution of Overtime

Subject to Clauses 15.08 (a) and 23.05, overtime hours shall be divided in a fair and equitable manner among Employees who normally work in the Home and are qualified to perform the available work. After exhausting the list of Employees in that Home, the Employer shall then offer overtime to Employees within the same Geographic Area in a fair and equitable manner.

16.04 Double Shift/Overtime

An Employee shall not be required to work a double shift (two back-to-back shifts) or overtime without their consent except under emergency circumstances.

16.05 Overtime Lists

Subject to Clauses 15.08 (a) and (b), if an Employee on the overtime list is contacted for a shift but refuses without just cause, that Employee shall be placed on the bottom of the overtime list.

16.06 Calculating of Overtime Rates

An Employee who is absent on approved paid leave during their scheduled work Week because of sickness, bereavement, holidays, vacation or other approved paid leave of absence shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence. Unpaid leave of any type shall not be considered for the purpose of computing overtime pay.

## **ARTICLE 17 HOLIDAYS**

17.01 Holidays

The following are recognized as statutory holidays:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day

Thanksgiving Day  
Remembrance Day  
Christmas Day

(NOTE: It is understood that an Employee who is on approved leave satisfies the requirements of Clause 17.02(b).)

17.02 Holiday Pay

- (a) Employees who work on a statutory holiday will receive payment at double (2X) the hourly rate of pay for their classification for all hours worked.
- (b) Employees who are not scheduled to work on a statutory holiday will be paid as follows:

Provided that an Employee has been employed for at least thirty (30) Days prior to the statutory holiday and has worked their scheduled shift immediately prior to and after the statutory holiday, the Employee shall be compensated for the statutory holiday on a pro rata basis in accordance with the average number of hours worked in a Day for the twenty-eight (28) Day period immediately prior to the statutory holiday. This shall be calculated by dividing the number of hours worked or on approved leave in the preceding twenty-eight (28) Days by twenty (20). Under no circumstances shall an Employee be entitled to more than twelve (12) hours of pay based on the above calculation. For the purpose of this Clause, paid leave shall be considered as scheduled time worked.

- (c) If an Employee works less hours on the paid holiday than they would normally work, the Employer will pay the Employee at their regular rate of pay for the actual hours worked plus a regular Day's pay as calculated in Clause 17.02 (b).

**ARTICLE 18 VACATION LEAVE**

- 18.01 (a) Employees shall be entitled to vacation leave, in accordance with their hours of work as follows:

Probationary Period	4% of wages paid
Less than five (5) calendar years of service	5% of wages paid
Five (5) or more calendar years of service	7% of wages paid
Fifteen (15) or more calendar years of service	9% of wages paid

- (b) Vacation leave shall be banked as accrued wages and actual leave time shall be calculated as follows:

$$\text{Bank} \div \text{Current Wage} = \text{Available Leave Hours}$$

Where "Bank" is the amount accrued by the Employee under Clause 18.01 (a) and Current Wage is the Employee's current wage rate at the time when leave is requested.

- (c) Employees shall be permitted to carry forward a maximum amount of vacation leave equivalent to eighty-four (84) hours over a calendar year.
- (d) For the purposes of vacation leave, the vacation year shall be February 1 – January 31.
- (e) Upon termination of employment, any vacation leave balance shall be paid out to the Employee. It is understood that Employees who are unable to obtain approval for paid leave and would otherwise lose accumulated paid leave shall be paid out at the end of the vacation year.

18:02

- (a) Subject to Clause 18.01, the Employer will make all reasonable efforts to grant Employees leave based on their accumulated entitlement for the purpose of vacation. Where that Employee provides at least thirty (30) days' notice of their request, every reasonable effort will be made to grant the Employee the leave for vacation as requested. Requests for vacation during the months of June to August must be submitted, in writing, no later than April 15<sup>th</sup>. Vacation shall be limited to no more than two (2) consecutive weeks during that period. Approval for vacation requests for the months of June to August shall be posted by May 15<sup>th</sup>.
- (b) Requests for vacation leave of short duration shall be accommodated whenever possible.
- (c) Employees in the Home, in consultation with their Manager, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of Employees in the rotation plan will be in accordance with seniority, thereafter, the rotation will proceed without regard to seniority.

## **ARTICLE 19 SICK LEAVE/FAMILY LEAVE**

### 19.01 Sick Leave

#### (a) Sick Leave Defined

Sick leave means a period of time that an Employee has been permitted to be absent from work by virtue of being sick, disabled, or injured for which compensation is not payable under the *Workplace Health, Safety and Compensation Act*.

#### (b) Sick Leave Entitlement

Employees shall be entitled to paid sick leave at a rate of two percent (2%) of their wages paid.

Sick leave entitlement is cumulative, and an Employee may carry an entitlement to a cap of three hundred and thirty-six (336) hours. Amounts accrued beyond the cap shall be payable directly to the Employee. Such entitlement is not payable upon cessation of employment for any reason.

(c) The Employer may require a note from a qualified medical practitioner for any period of sick leave in excess of two (2) consecutive Days or where the Employer has reasonable grounds to question the validity of the Employee's claim for sick leave. In such cases where the Employer questions the validity of the claim for sick leave, it shall be with reasons to the Employee.

(d) Any medical related forms required by the Employer that have associated costs, shall be paid for by the Employer. The Employer shall not be responsible for any costs not brought to its attention or consented to by the Employer.

(e) Employees who fail to accept work for reasons of illness or cancel a scheduled shift because they are sick, are required to use any sick leave that is available to them at that time, otherwise, they will be placed on unpaid sick leave.

### 19.02 Family Leave

(a) Subject to Clause 19.02 (b), an Employee shall be granted one (1) paid Day and two (2) unpaid Days of family leave each calendar year to:



- (i) Attend to the temporary care of a sick immediate family member as defined in Clause 20.03(a)(iii);
  - (ii) Attend meetings with school authorities concerning a dependent child;
  - (iii) Attend to the needs related to home or family emergency; or
  - (iv) Accompany a dependent family member on a dental or medical appointment.
- (b) In order to qualify for family leave, the Employee shall:
- (i) Provide as much notice to the Employer as reasonably possible;
  - (ii) Provide to the Employer valid reason why such leave is required;
  - (iii) Where appropriate, and in particular with respect to (ii) and (iv) of 19.02 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours; and
  - (iv) Provide verification of circumstances resulting in the request for family leave, if required by the Employer.

19.03 Notification of Unpaid Sick Leave and Family Leave

After exhausting sick and family leave benefits, Employees must inform the Employer as soon as possible of their intention to request unpaid sick leave or unpaid family leave, and must contact the Employer prior to their anticipated return to work.

**ARTICLE 20 LEAVE – OTHER**

20.01 Leave for Negotiations

Where operational requirements permit and provided at least fourteen (14) Days written notice has been provided to the Employer in advance, leave without pay and without loss of seniority shall be granted for up to three (3) Employees who are members of the Union's Negotiating Committee while attending negotiations with the Employer. This leave should be contingent on operational requirements.

20.02

Leave Without Pay for Union Business

- (a) Where operational requirements permit and provided at least fourteen (14) Days written notice has been provided to the Employer in advance, the Employer may grant leave of absence without pay and without loss of seniority for a period of one (1) year for an Employee selected for a full-time position with the Union. The period of leave of absence may be renewed upon request. Employees will not accrue any service or benefits, except seniority during such an absence.
- (b) Where operational requirements permit, and on reasonable notice, the Employer may grant leave of absence without pay and without loss of seniority to Employees to attend Union workshops, conferences or other Union business.

20.03

Bereavement Leave

(a) Immediate Family Entitlement

- (i) If the death occurs in the immediate family of an Employee, the Employee shall be granted leave upon request to a maximum of seven (7) consecutive Days immediately following the death. If the Employee was scheduled to work during the leave period, the Employee shall be compensated for the first three (3) shifts missed during the period. An Employee may elect to return earlier than the seven (7) Day period. In the event of a delayed interment, an Employee may choose to reserve one (1) Day of their entitlement to be accessed to correspond with the interment service.
- (ii) In the event the death of an Immediate Family Member occurs outside of the province, the Employee can access their entitled Days upon the return of the deceased. If the Employee has to travel out of the province to attend the death of an Immediate Family Member, the Employee shall be entitled to (1) one extra unpaid Day for the purposes of travel.
- (iii) Definition of Immediate Family

In the case of the death of an Employee's mother, father, brother, sister, child, spouse, legal guardian, grandparents, grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchild, and fetus who is loss due to a miscarriage in the second or third trimester or infant who is loss due to a stillbirth.

If the Employee has been employed for less than thirty (30) Days, then the Employee is entitled to two (2) Days of unpaid leave for similar bereavement.

(b) Other Family Entitlement

Employees are entitled to bereavement leave without pay of up to three (3) consecutive shifts to attend the funeral of the Employee's aunt, uncle, niece or nephew.

- (c) Employees shall, upon request, provide the Employer with written proof of death in a form acceptable to the Employer.

20.04 Maternity Leave and Parental Leave

- (a) Maternity and Parental Leave will be granted in accordance with the *Labour Standards Act* unless otherwise amended herein.

- (b) An Employee who is pregnant shall be entitled, upon application, to maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The Employee shall give the Employer at least two (2) Weeks' notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.

- (c) An Employee who is the parent of a child shall be entitled, upon application, to;

(i) Parental leave without pay to commence no more than thirty-five (35) weeks after the Day the child is born or comes into the care and custody of the Employee for the first time. The Employee shall give the Employer at least two (2) Weeks' notice of the date the leave is to begin.

(ii) Extended Parental Leave without pay to commence no more than sixty-one (61) weeks after the Day the child is born or comes into the care and custody of the Employee for the first time. The Employee shall give the Employer at least two (2) Weeks' written notice of the date the leave is to begin.

- (d) The maximum leave allowed under this Clause shall be seventeen (17) weeks for maternity leave and either thirty-five (35) weeks for normal parental leave or sixty-one (61) weeks for extended parental leave. The combined leave shall either be fifty-two (52) weeks or seventy-eight (78) weeks in total.

- (e) The Employee shall give at least four (4) Weeks' notice of their intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from maternity or parental leave, the Employee shall resume their former duties at their former classification but not necessarily the same Client or Home, subject to the availability of work.
- (g) Subject to Clause 19.01 (b), an Employee who, before commencing maternity leave, becomes ill as a result of or relating to their pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- (h) While on maternity or parental leave, Employees shall not earn any benefits of this Agreement except seniority and years of service.
- (i) An Employee on maternity or parental leave shall be notified and considered for any vacancies for which they could apply in accordance with the provisions of Article 14. If the Employee is successful, their trial period shall start upon their return to work.

20.05

Adoption Leave

- (a) In accordance with the *Labour Standards Act*, an Employee who legally adopts a child shall be granted, upon application, adoption leave without pay for a maximum of seventeen (17) calendar weeks. Adoption leave may be taken in conjunction with unpaid parental leave (61 weeks), for a combined maximum of seventy-eight (78) calendar weeks. Where possible, the Employee shall give the Employer at least two (2) Weeks written notice of the date the leave is to begin and shall provide proof of adoption.
- (b) The Employee shall give at least four (4) Weeks' notice of their intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the Employee shall resume their former duties at their former classification, but not necessarily the same Client or Home, subject to the availability of work, with no loss of seniority.
- (d) While on adoption leave, Employees shall not earn any benefits of this Agreement except seniority and years of service.
- (e) An Employee on adoption leave shall be notified and considered for any vacancies for which they could apply in accordance with the provisions of Article 14. If the Employee is successful, their trial period

shall start upon their return to work.

20.06 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence, without loss of pay, seniority, or accumulative benefits, to an Employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon a court as a witness in a court proceeding. The Employee will present proof of such attendance to the Employer.

20.07 Unpaid Common Leave

With the approval of the Employer, an Employee may be granted unpaid common leave, without loss of seniority, in exceptional circumstances. This unpaid common leave is only for periods of less than sixteen (16) weeks.

20.08 Education Leave

- (a) An Employee who is upgrading their employment qualifications through an Employer approved course shall be entitled to education leave without pay to write examinations required by such course. The Employee is required to provide fourteen (14) Days written notice of the date and time of such exam.
- (b) Employees may avail of Employer approved education leave without loss of seniority.
- (c) Call-in Employees who are attending an approved program of study at a recognized educational institution may limit their availability so as to exclude times they are required to attend classes or labs. Call-in Employees shall not be required to work a night shift immediately prior to the examination when they have a scheduled examination during the day. Call-in Employees shall be able to opt out of being scheduled for shifts when required to attend a work term for their education institution. Confirmation of school schedules, examination schedules, or work term schedules shall be required.

20.09 Extended Unpaid Leave

Upon written request, an Employee who has completed at least two (2) years of service shall be granted extended unpaid leave to a maximum of twelve (12) months, without loss of seniority, provided that such leave shall not cause an unreasonable interference with the Employer's operation. An Employee shall be entitled up to a maximum of twelve (12) months extended unpaid leave for each two (2) years of service with the understanding that no Employee can have more than twelve (12) consecutive months of extended

unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of extended unpaid leave an Employee may request under this Clause is sixteen (16) weeks.

## **ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

### **21.01 Classifications and Wages**

- (a) Employees shall be paid wages as set out in Schedule A - Classifications and Wages.
- (b) The Employer shall develop and maintain job descriptions for each Bargaining Unit position. Copies of these job descriptions will be made available to the Employees and the Union within three (3) months of the signing of this Agreement. The parties may mutually agree to amend the job description(s) from time to time as necessary.

### **21.02 Verification of Work and Payday**

- (a) Telephony logs are required to verify work performed. Employees are responsible for the accurate completion of telephony records. Telephony records shall only be completed by the individual Employee and no Employee shall access the telephony records of another Employee.

- (b) Telephony Abuse

No Employee or any other person shall perform any telephony function on behalf of an Employee. Any Employee found to be using or modifying the telephony account of another Employee shall be subject to discipline up to and including termination of employment.

### **21.03 Pay Day**

- (a) Employees shall receive their pay bi-weekly. Overtime pay shall be included in the regular pay for the pay period next succeeding the pay period during which overtime was earned. On each payday, each Employee shall be provided with an itemized payroll statement of their wages, overtime, accrued leave and all payroll deductions. Employees are responsible to review their pay records and report any discrepancies to the Employer within thirty (30) Days of receipt of their payroll statement.
- (b) Pay day is every second Friday via direct deposit.

- (c) When an Employee discovers a discrepancy on their pay statement where they are underpaid, the discrepancy shall be corrected via an off-cycle payroll run within two (2) Business Days of notification from the Employee to the Employer provided the notification is within the thirty (30) Day time requirement in Clause 21.03(a).

21.04 For employment purposes Employees are required to provide the Employer, in writing, with their Social Insurance Number, banking information, current mailing address, current telephone number(s), and current email address(es). Employees are also required to update the Employer, in writing, of any change in any of this information.

21.05 Medically Fragile Care Shift Differential

The Employer may establish shift differentials to address particular Client care needs. Employees in the relevant classification and the Union shall receive formal notice from the Employer of such differentials when they are applied, and such differentials shall not be removed from the work for a particular Client unless there is a material change in the care needs of that Client. It is understood by the parties that personal care on newborns, infants, and toddlers does not constitute medical fragile care.

## **ARTICLE 22 STRIKES AND LOCKOUTS**

22.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

## **ARTICLE 23 TERMINATION AND LAYOFF**

23.01 The Employer shall process the Record of Employment (ROE) of an Employee after any seven (7) consecutive Day period without work. A hard copy of the Record of Employment shall be available if requested by an Employee. When presented with a medical note from an Employee requiring extended unpaid sick leave, or who has been removed from work by CSSD, the Employer shall endeavour to issue a ROE on the Wednesday preceding payday.

23.02 The Employer agrees to make every reasonable effort to replace hours lost by an Employee.

23.03 Recognizing the unpredictable nature of the Employer's operations, in the case of layoffs due to shortage of work, the Employer shall provide two (2) Weeks' notice where possible.

23.04 No New Employees

No new Employees shall be hired until Employees who are on recall status or under the notice of layoff are recalled and all Employees are offered their maximum available hours.

23.05 (a) Call-in Employees

In the event that a Call-in Employee is displaced from work due to a Client's incompatibility, hospitalization, death, incarceration, or other event beyond the control of the Call-in Employee and/or the Employer, the Call-in Employee will be scheduled for other available shifts or placed on standby to replace the missed shifts in their current two (2) week schedule after which time they will be scheduled for shifts from the call-in list in accordance with their seniority.

(b) Confirmed Employees

Notwithstanding Clause 23.03, Confirmed Employees shall receive two (2) Weeks' notice of layoff due to a shortage of work. Layoffs in Confirmed Positions shall be in reverse order of seniority with the most junior Confirmed Employee in the Geographic Area receiving notice of layoff first. In the event of a layoff, the Employer may transfer, or re-assign Confirmed Employees within their Geographic Area based on seniority. Confirmed Employees laid off shall have the option to transfer to another Geographic Area or be placed on the call-in list for their Geographic Area.

In extraordinary circumstances, a Confirmed Employee may be laid off with less than two (2) Weeks' notice due to a decision by Children, Seniors, and Social Development, but the Confirmed Employee shall be given other employment options based on seniority, if available, prior to such layoff.

(c) Subject to Clause 23.05(a), Child Youth Care Supervisors shall first be given the opportunity to displace the most junior Child Youth Care Supervisor, as determined by total time spent in the Child Youth Care Supervisor role, before the Employee is placed in a lower classification.



23.06 Incapacitated Worker Provision

- (a) An Employee who is confirmed as having some functional impairment such that they cannot perform the normal duties of their position and who is not receiving full benefits from WorkplaceNL:
  - (i) Will displace a junior Employee in the same classification in the Geographical Area of the incapacitated Employee provided that they are qualified and able to perform the work required and provided that the Employee being displaced is less senior.
  - (ii) In the event that there is no junior Employee who can be displaced in the same classification, the Employee shall displace a junior Employee in another classification in the Geographical Area provided that they are qualified and able to perform the work required and that the Employee being displaced is less senior.
- (b) If an Employee is displaced under 23.06(a)(i) or 23.06(a)(ii) they shall displace a junior Employee in another Home provided that they are qualified and able to perform the work required. The Employer shall continue to adjust Employee placements according to seniority, provided that any Employee displaced through this process is the least senior.
- (c) Employees in Confirmed Positions may transfer to the recall list after exhausting the options in Clauses (a) and (b) above.
- (d) Call-In Employees shall not displace Employees in Confirmed Positions.

**ARTICLE 24 HEALTH AND SAFETY**

24.01 Workers' Compensation

- (a) Eligible Employees, as defined by the legislation, shall be covered by the *Workplace Health, Safety and Compensation Act*. Employees must report all injuries in accordance with this *Act*.
- (b) The Employer and the Union shall make every reasonable effort to have an Employee, who is off work on an approved workers' compensation injury claim, return to their former duties, and if WorkplaceNL determines that the Employee cannot perform their former duties, to another work assignment within the Bargaining Unit.

- (c) (i) Employees in receipt of Workers' Compensation benefits who are not working shall not earn benefits of this Agreement except they will not lose their seniority, or years of service.
- (ii) Employees who are on a return-to-work plan shall earn the benefits of this Agreement, including seniority and years of service.

(d) Injury on Duty

An Employee who is injured at work in the performance of their duties as an Employee and is either required to leave for medical treatment or is sent home because of such injury shall receive payment for the remainder of their scheduled shift on that Day.

24.02 Safety Equipment

If the Employer requires that safety equipment or supplies be used for the purpose of providing Client service, the Employer will arrange for these items to be provided.

24.03 First Aid Training

The Employer shall make First Aid renewal training available to Employees with more than two (2) years of service without loss of pay when attending training during scheduled shifts and without pay when attending on Days off. Employees shall not be responsible for any enrollment or instructional material costs associated with the above training. The Employer is not responsible for training provided by any third party.

24.04 Vaccinations

The Employer shall pay the cost of any vaccinations for Employees who are required to work with Clients diagnosed with a vaccine preventable disease that is reasonably known to the Employer.

24.05 Client Medical History

The Employer agrees to provide Employees with the available Client case history related to communicable diseases and/or behavioral concerns.

The Employer and the Union recognize that information regarding Client case history is available on the Employer's intranet site. It is the responsibility of the Employee to access and review the information contained therein.

The Employer and the Union shall regularly make reasonable efforts to educate Employees on the importance of adherence of medication administration protocols.

24.06 Client Risk Controls

- (a) Where the Employer determines that a particular Client receiving care poses a significant risk to Employees, the Employer shall develop appropriate controls to minimize the associated risk. Where appropriate, such controls shall be developed in consultation with relevant members of the Bargaining Unit and the Client.
- (b) Employees with the Employer, who are required to carry out spot checks on Clients that are not at the Home, may request that they be accompanied by another Employee while doing so.

24.07 Clothing/Supplies

Any specialized uniform clothing and/or supplies required by the Employer shall be provided by the Employer.

24.08 Personal Loss

Where an Employee in the performance of their duty suffers any reasonable personal loss and such loss could not have been avoided by following protocols in place by the Employer, the Employer shall compensate the Employee for any loss suffered, not to exceed \$300 in any single instance or \$600 in any calendar year.

24.09 Workplace Violence Prevention

- (a) Employees shall report all incidents of Workplace Violence to their Employer, which includes verbal abuse, physical abuse, sexual harassment and sexual assault. Subject to privacy of the individuals involved, the Employer, upon request of the Union and not greater than once per quarter, shall submit a report to the Union with statistical information on the prevalence of Workplace Violence for all Employees. Where the Employer determines that an Employee may be at risk in attending to their duties, the Employer shall take immediate action to mitigate such risk. The Employer shall develop an Educational Program and set policies and procedures on the above-noted for the safety of its Employees.
- (b) New hires shall be provided with adequate training consisting of no less than twelve (12) hours of on-the-job exposure. This training shall be completed on day shifts only.

## **ARTICLE 25 CSSD EMPLOYMENT REQUIREMENTS**

- 25.01 Employees are required, through the Department of CSSD requirements and applicable legislation, to provide the following documentation to the Employer: evidence of specific training; a clear Certificate of Conduct; a clear Vulnerable Sector Check; a clear CSSD Child Protection Clearance Check. Acquiring and maintaining such documentation is the responsibility of the Employee. The Employer will reimburse the Employee for the cost of the renewal of the Certificate of Conduct and Vulnerable Sector Check.

## **ARTICLE 26 TRAVEL ON EMPLOYER'S BUSINESS**

- 26.01 When an Employee is required to travel on the Employer's business, transportation shall be provided by the Employer or, with the approval of the Employer, the Employee may be permitted to use their own vehicle and be reimbursed as follows:

<u>Effective</u>	<u>Rate</u>
Date of Signing	\$0.54 per km

- 26.02 When an Employee is approved by the Employer to use their own vehicle on the Employer's business, the Employee shall provide proof of vehicle registration and insurance requirements for such use.
- 26.03 Mileage claims shall be submitted in a form and manner determined by the Employer and shall be paid within three (3) Weeks of submission.
- 26.04 Employees who are requested by the Employer to work outside their Geographic Area shall receive a sixty-five dollar (\$65.00) per day per diem. This per diem shall also be paid when an Employee is on their scheduled Days off while in the other Geographic Area.

## **ARTICLE 27 QUASI-LIVE-IN MODEL OF CARE**

- 27.01 The purpose of the quasi-live-in model of care is to provide a more home like environment for children and youth who display suitable behavioural profiles for this model of care. The quasi-live-in model involves Employees staying (living and sleeping) in the Home for scheduled periods of time.

The parties acknowledge that the provision of enhanced home like environments is likely to cause improved life outcomes for the children and youth of the Homes.

The parties additionally acknowledge that the provision of care in a quasi-live-in model must work to the advantage of both the Clients and the Employees who choose to work the quasi-live-in model rotation

27.02 Rotation Schedule

The quasi-live-in model includes any rotation schedule where there is a 1:2 ratio between scheduled Days of work and Days off. The most common quasi-live-in rotation schedules are two (2) Days of work followed by four (4) Days off, or three (3) Days of work followed by six (6) Days off but can include other rotation schedules as long as there is a 1:2 ratio between scheduled Days of work and Days off. A scheduled Day of work includes sixteen (16) active hours of work and an eight (8) hour rest period.

27.03 Implementing a Quasi-Live-in Model

- (a) When the Employer decides to implement a quasi-live-in model in a Home it shall provide a minimum of thirty (30) Days' written notice to the Union. If during this period of notice the Union believes that implementing a quasi-live-in model in the Home is inappropriate it shall provide their concerns to the Employer in writing at least ten (10) Days before the end of the period of notice. This written notice of concerns from the Union shall include, at minimum, the specifics of the concerns related to either the behaviours of the child(ren) or youth or the impact upon Employees, and suggestions on potential mitigation measures.

Following receipt by the Employer of the Union's written concerns, the Employer and Union shall meet within five (5) Business Days to discuss the concerns and make best efforts to mitigate the concerns raised by the Union. In the event an agreement cannot be reached, the matter shall be referred by either party to a mutually agreed upon Mediator to assist in resolving the impasse. In the event a mediated resolution cannot be reached, the parties will refer the matter to Arbitration in accordance with Article 9.

- (b) No Employee shall be required to work a quasi-live-in model without their consent
- (c) Confirmed Employees who are part of the twelve (12) hour rotational schedule for the Home shall have a right of first refusal to the Confirmed Positions in the quasi-live-in model, in order of seniority.

Subject to Clause 23.05 (b), in the event that a Confirmed Employee in the twelve (12) hour rotational schedule for the Home does not wish to work in the quasi-live-in model they shall be offered alternate

employment in their Geographic Area. If no alternate employment is available in the Geographic Area in which the Confirmed Employee works, the Confirmed Employee will be laid off and paid a transition payment equivalent to the Confirmed Employee's average bi-weekly pay for the last twelve (12) pay periods. The Confirmed Employee will be placed on the recall list with recall rights for a twelve (12) hour rotation schedule Home within their Geographic Area.

27.04 Living Provisions

When an Employee is working the quasi-live-in model rotation, the Employer shall provide sufficient groceries for the Employee to cook meals. Bedding shall be provided by the Employer, but the Employee may avail of their own bedding if they choose. Personal toiletries (shampoo, toothpaste, etc) are the responsibility of the Employee.

27.05 Attendance Requirement

Given the nature of the quasi-live-in model, Confirmed Employees who are unable to maintain an attendance rate of sixty percent (60%) in any given three (3) month period (calculated by actual hours worked versus standard rotational hours scheduled, adjusted for approved leave) for reasons beyond the control of the Confirmed Employee, (ie.stress/burnout, etc) may be removed from their Confirmed Position by the Employer. If the Confirmed Employee disagrees with the decision by the Employer to remove them from their position, they shall be entitled to access the grievance procedure. If the Employee agrees to revert back to a twelve (12) hour rotation schedule, the Employer will use the same language in Clause 27.10 as if the Confirmed Employee is opting out of the quasi-live-in model.

27.06 Client-Employee Compatibility

Subject to Articles 13 and Clauses 15.07 and 23.05 (b), the Employer has the right to remove a Confirmed Employee from the quasi-live-in model and return them to a twelve (12) hour rotation schedule if there is a material issue with Client compatibility. If no twelve (12) hour rotation schedule is available in the Confirmed Employee's Geographic Area, the Confirmed Employee is entitled to choose between being placed on the recall list or accept a layoff payment equal to two (2) weeks for every year of service and their employment will be deemed terminated. The Employee will be issued a Record of Employment due to a shortage of work with no expectation of recall.

27.07 Additional Employees

The Employer may temporarily supplement the quasi-live-in model in a Home with additional Call-in Employees as may be required from time-to-time to assist in providing care to the Client(s).

27.08 Pay

- (a) Confirmed Employees who work in a quasi-live-in model shall be paid their regular hourly rate of pay, based on job classification, during the active hours of the Day and the provincial minimum wage rate during the rest period hours of the Day.
- (b) Confirmed Employees who work in a quasi-live-in model and work an extended rotation beyond their regular scheduled days of work shall be paid overtime in accordance with Clause 16.02(a) for the active hours and one and a half (1.5) times the provincial minimum wage rate for the rest period hours.
- (c) At no time shall the effective wage of a Confirmed Employee fall below one and a half (1.5) times the provincial minimum wage rate. The effective wage shall be calculated by taking the gross pay from the first hour of work to the last hour of work in a single rotation and dividing it by the number of hours in that same period.
- (d) Call-in Employees who are assigned to the Home for continuous periods of less than forty-eight (48) hours shall be paid at the Call-in Employee's regular hourly rate of pay, based on job classification, for all hours of work. Call-in Employees who are assigned to the Home for continuous periods of forty-eight (48) hours or more shall be paid in accordance with Clauses 27.07 (a), (b), and (c) as applicable.

27.09 Rest Period

During a scheduled Day of work the Employer shall provide an unbroken eight (8) hour rest period to each Employee. In the event an Employee is unable to obtain an unbroken rest period the Employer shall provide relief Employees for the Employee so that they may obtain rest.

The parties acknowledge the quasi-parental role of the Child Youth Care Worker in the quasi-live-in model and that, from time to time, there may be intermittent breaks in the rest period caused by the child or youth. For clarity, this may include, but is not limited to sleep interruptions caused by dreaming, bed wetting, illness, etc. Where the interruption in the rest period is of a duration greater than thirty (30) minutes, it is considered a broken

rest period. Where the interruption is recurring over a two (2) week period, the Employer and the Union shall meet to discuss an appropriate response to the interruptions.

27.10 Opting Out

Confirmed Employees who are working in a quasi-live-in model may opt out of the model at any time by providing six (6) Weeks' written notice to the Employer. If a Confirmed Employee held a Confirmed Position prior to working in the quasi-live-in rotation schedule, they shall be returned to their former Confirmed Position. If the Confirmed Position is no longer available, the Confirmed Employee shall displace the most junior Confirmed Employee of the same classification in the Confirmed Employee's Geographic Area. If a Confirmed Employee accepted a Confirmed Position in the quasi-live-in model from the recall list, the Confirmed Employee shall be returned to the recall list, relative to seniority. If no alternate work is available in the Confirmed Employee's Geographic Area, alternate employment will first be offered to the Employee outside the Geographic Area. If not, the Employee shall be placed on the recall list and subject to recall.

27.11 Job Postings

Open positions in a quasi-live-in model shall be posted and filled in accordance with Article 14.

**ARTICLE 28 DURATION OF AGREEMENT**

28.01 (a) This agreement shall be in full force and effect from the date of ratification/signing to March 31, 2026.

(b) This Agreement shall remain in force for the period specified in Clause 28.01 (a) and shall be automatically renewed unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than one hundred and twenty (120) Days and not less than thirty (30) Days prior to the termination date of this Agreement.

28.02 Any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.



**SCHEDULE A****CLASSIFICATION AND WAGES**

<b>Classification</b>	<b>April 1, 2022 4%</b>	<b>Date of Signing Agreement</b>	<b>April 1, 2023 2%</b>	<b>April 1, 2024 2%</b>	<b>April 1, 2025 2%</b>
Youth Care Worker I	\$18.34				
Youth Care Worker II	\$19.07				
Youth Care Worker III	\$19.83				
Youth Care Worker IV	\$20.63				
Youth Care Supervisor	\$23.46				
<b>The Classifications below are effective the date of signing the collective agreement and replace the original Classifications above.</b>					
Child Youth Care Worker 1		\$19.83	\$20.23	\$20.63	\$21.05
Child Youth Care Worker 2		\$20.63	\$21.05	\$21.47	\$21.90
Child Youth Care Supervisor		\$23.46	\$23.93	\$24.41	\$24.90

Retroactive wages to April 1, 2022, will be paid to active Employees on the Employer's payroll, including those on approved unpaid leave, as of the date of ratification and signing of the collective agreement.

A separate off-cycle payroll run will be done for the payment retroactivity pay.

**CLASSIFICATION PROGRESSION TABLE**

<b>Classification</b>	<b>Requirements</b>
Child Youth Care Worker 1	First twelve (12) months of service as a CYCW
Child Youth Care Worker 2	CYCW 1 requirements including 1,092 hours of work, and certified in CARE and TCI training

**Recognition Bonus**

Effective date of signing, Employees will receive a one-time recognition bonus payment of \$2,000 pro-rated based on regular full-time hours for the hours worked during the previous twelve (12) months.

For Employees receiving a recognition bonus greater than \$500, \$500 will be paid before the Christmas holidays and the remainder paid in January 2023.

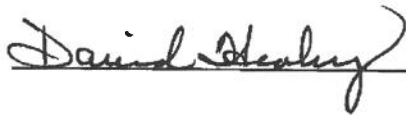
For Employees receiving a recognition bonus less than \$500, the full amount will be paid before the Christmas holidays.

**LETTER OF UNDERSTANDING**  
**STAGGERED SHIFTS PILOT PROJECT**

The Employer agrees to institute a Pilot Project for one (1) stable Blue Sky Home in Metro St. John's that will run from April to June 2023, to determine the pros / cons of a staggered shift system. The parties agree to have the Shift Change at 7:00 and 7:30 for the Pilot Project. The results of the Pilot Project will be shared with the Labour Management Committee.

Where the results of the Pilot Project are favourable in improving the shift handover process, the Pilot Project will be applied to one (1) less stable Blue Sky Home in Metro St. John's and will run for a three (3) month period.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

  
\_\_\_\_\_

December 2<sup>nd</sup>, 2022  
Date

Signed on behalf of Blue Sky Family Care Ltd.:

  
\_\_\_\_\_

December 1, 2022  
Date

**LETTER OF UNDERSTANDING**

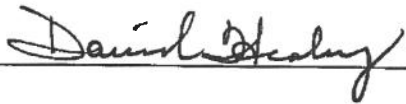
**GROUP BENEFITS PLAN**


The Employer will provide a Group Benefits Plan (the "Plan") to Employees on a 50/50 cost shared basis. The Plan and Plan Provider are subject to review over the term of the Agreement. A sixty (60) day implementation period is required, from the date of signing this Agreement, for the Plan Provider to setup the Plan.

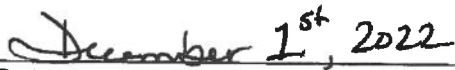
The Employer and/or Plan Provider will provide Employees with additional detailed information about the Plan.

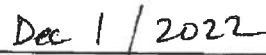
Signed on behalf of Newfoundland and  
Labrador Association of Public and Private  
Employees:

Signed on behalf of Blue Sky Family  
Care Ltd.:

  
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Date \_\_\_\_\_

  
Date \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**ITEMS FOR LABOUR-MANAGEMENT COMMITTEE**

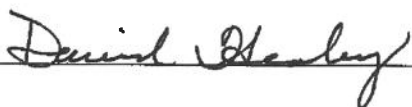
Following the signing of the collective agreement, the Employer and the Union agree to discuss the following items at the Labour-Management Committee:

- Duration of supervised visitation
- Relief of an Employee due to a home or family emergency that occurs while the Employee is on shift
- Minimum staffing for a Home when there are five (5) Clients in the Home

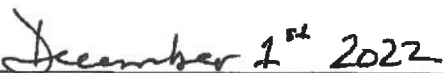
The Employer and Union will mutually agree on the date(s) of the Labour-Management Committee meeting(s) at which the above stated items will be discussed.

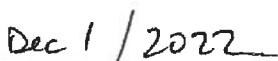
Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of Blue Sky Family Care Ltd.:

  
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\_\_\_\_\_

  
\_\_\_\_\_

Date

Date

**LETTER OF UNDERSTANDING**

**ITEMS FOR OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

Following the signing of the collective agreement, the Employer and the Union agree to discuss the following items at the Occupational Health & Safety Committee:

Plexiglass partition in the Employer's vehicles

Technology for signaling an emergency during a spot check

Relief of an Employee experiencing pain due to a workplace injury

Workplace Safety Plan – Safety Room, caring for other kids while dealing with violent children

Management being available immediately when there is violence in the Home and Management are on shift


Training in understanding and managing aggressive behaviour

The Employer and Union will mutually agree on the date(s) of the Occupational Health & Safety Committee meeting(s) at which the above slated items will be discussed.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of Blue Sky Family Care Ltd.:

  
\_\_\_\_\_

  
\_\_\_\_\_

December 2<sup>nd</sup>, 2022  
Date

Dec 01 | 2022  
Date

**LETTER OF UNDERSTANDING**

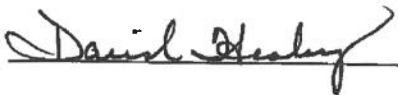
**BRIDGING OF SERVICE**

The Employer and the Union recognize that when an Employee voluntarily resigns from their employment with the Employer, subsequently they may want to return to work with the Employer. Given this situation, the Employer and the Union agree to the following conditions to allow for bridging of service for employment purposes:

- a) Former Employees who are rehired by the Employer within three (3) months of their date of resignation are eligible for the bridging of service.
- b) Upon rehire the Employee's service will be bridged and deemed to continue from their date of resignation for the purposes of seniority, probationary period, pay (classification), vacation entitlement, and group insurance benefits eligibility.
- c) If the Employee is eligible for group insurance benefits, the waiting period is waived.
- d) If the rehired Employee had their probationary period completed when they resigned, there is no probationary period for Employee when they are rehired.
- e) Employees are rehired as Call-in Employees and placed on the call-in list in accordance with seniority.
- (f) The Employer may contact former Employees who have resigned within three (3) months from the signing of this Agreement. The Employer will explain the Bridging of Service language and the new benefits and wages which have been offered to current Employees in this round of bargaining.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of Blue Sky Family Care Ltd.:

  
\_\_\_\_\_

  
\_\_\_\_\_

December 1, 2022  
Date

Dec 1 / 2022  
Date

SIGNED this 1<sup>st</sup> day of December, 2022

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

SIGNED ON BEHALF OF THE BLUE SKY FAMILY CARE LTD.:

A. White  
Medig  
\_\_\_\_\_  
\_\_\_\_\_

B. White  
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF  
PUBLIC AND PRIVATE EMPLOYEES:

Jerry East  
Marym Lynn  
Nongela Stanley-Walsh  
\_\_\_\_\_

David Healey  
WITNESS