



COLLECTIVE AGREEMENT

BETWEEN

ALL CARE HOME SUPPORT LTD.

AND

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

Expiry: June 30, 2018

THIS AGREEMENT made the 18 day of December Anno Domini, Two Thousand and Fifteen;

BETWEEN:

ALL CARE HOME SUPPORT LTD.

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 classes of employees listed in Schedule A.

2.02 Inclusions/Exclusions

In the event of the creation of a new classification during the term of this Agreement, the Employer agrees to consult with the Union as to whether such classification should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred 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 the Employer reserves and retains all the rights, powers and authority to manage its operations and to direct its employees, except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4.01 (a) "Bargaining Unit" means the bargaining unit recognized in accordance

with Article 2.

- (b) "Day" means a calendar day unless otherwise stipulated in this Agreement.
- (c) "District(s)" indicates the community(s) in which the employee chooses to work.
- (d) "Employee or Employees" means any person employed in a position which falls within the bargaining unit.
- (e) "Employer" means All Care Home Support Ltd. and includes any person authorized by the owner/operator to act on its behalf.
- (f) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (g) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (h) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. The maximum number of hours in any one shift shall be twelve (12) hours. The twenty-four (24) hour period may include hours in two (2) calendar days.
- (i) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (j) "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.

4:03 Administration

In the event that there is a conflict between this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

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, telephone 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 or part there of. The Union shall notify the Employer, in writing, of the name of the Shop Steward before the Employer shall be required to recognize him/her.

5.04 Union Leave for Processing Grievances and Complaints

(a) If it is necessary to schedule a grievance meeting during a grievor's scheduled shift, the time spent shall be without loss of pay for the grievor and one (1) Shop Steward provided that such time off does not interfere with the operations of the Employer. Employees requesting such leave must obtain permission from the Employer prior to leaving his/her post and must report to the Employer immediately upon his/her return. Such permission will not be unreasonably withheld.

(b) In the case of a group grievance, one (1) employee from the group will be entitled to such leave under the conditions specified in Clause 5.04 (a).

- (c) The Employer shall not be required to pay the grievor or Local Union representatives for time spent at arbitration hearings.

5.05 New Employees

- (a) The Employer will notify the Union of the name, address and telephone number of each employee, and of all new hires. Employer will also provide any address changes for employees.
- (b) The Employer will:
 - (i) advise each new employee that the terms and conditions of his/her employment are governed by the provisions contained in a Collective Agreement;
 - (ii) provide the employee with a copy of the Collective Agreement and a Union membership card from among those provided to the Employer by the Union for that purpose;
 - (iii) provide the employee with contact information for the Shop Steward or any other Union representative that the Union wants the employee to have.

5.06 Bulletin Boards

The Employer shall provide a bulletin board for the use of the Union. The site of the bulletin board will be determined by mutual agreement. It is agreed that such a bulletin board will not be erected in areas normally frequented by clients. Articles, circulars, memos, etc. dealing with Union business will only be posted on the designated bulletin board.

ARTICLE 6 NO DISCRIMINATION

- 6.01 The Employer agrees that there shall be no discrimination with respect 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 reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation, marital status, physical disability, mental disability, political opinion as per the Newfoundland and Labrador *Human Rights Act* nor by reasons of his/her membership or activity in the Union.

ARTICLE 7 SEXUAL AND PERSONAL 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 Newfoundland and Labrador *Human Rights Act*. The Employer shall undertake to investigate alleged occurrences of harassment with all possible dispatch.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 Definition

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

8.02 * Settling of Grievances

An earnest effort shall be made to settle complaints/grievances fairly and promptly in the following manner:

Step 1 - Immediate Supervisor

With the exception of a probationary employee dismissed for unsuitability or incompetence as assessed by the Employer, an employee may present, in writing, a grievance to his/her immediate supervisor, or designate, within seven (7) calendar days after the circumstances giving rise to the event or after such circumstances ought reasonably to have come to the attention of the employee or to the Union. Such grievance shall state the nature of the grievance, the remedy sought and the provisions of the Agreement which are allegedly violated. The supervisor, or designate, shall render a decision within seven (7) calendar days after the receipt of the grievance.

Step 2 - Owner/Operator

Should the decision rendered at Step 1 be unsatisfactory, or should a decision not be rendered within the stipulated time frames, the grievance shall be submitted to the owner/operator within seven (7) calendar days after the conclusion of Step 1. The owner/operator shall render a written decision within seven (7) calendar days after the receipt of the grievance at Step 2.

Step 3 - Referral to Mediation

Where the Grievance Procedure fails to resolve a grievance, the parties, prior to referring the grievance to arbitration, may mutually agree to refer the grievance to the mediation process of the Labour Relations Agency. If the mediation process fails, either party may then formally refer the grievance to arbitration.

8.03 Union Representation

The employee may be represented by a full time representative of the Union at any formal Step 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 his/her probationary period claiming that he/she has been unjustly discharged or suspended may be submitted directly to the Owner/Operator at Step 2 of the Grievance Procedure. Such grievance must be received by the Owner/Operator within seven (7) calendar 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 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 supervisor 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 Referral to Arbitration

Failing settlement of the grievance through either Step 2 or Step 3 of the Grievance Procedure, such grievance may be submitted in writing to

arbitration. If no written request for arbitration or mediation is received within twenty (20) calendar days after the completion of Step 2 of the Grievance Procedure, the grievance shall be deemed to have been abandoned.

9.02 Sole Arbitrator

All grievances referred to arbitration shall be decided by a sole arbitrator. The referral to arbitration shall be in writing addressed to the other party of the Agreement and shall contain the names of three arbitrators selected from the panel of arbitrators provided by the Newfoundland and Labrador Labour Management Committee. The party receiving the request shall respond within fifteen (15) calendar days of receiving the request indicating acceptance of one (1) of the three arbitrators, or, if neither of the three arbitrators is acceptable, counter-proposing the names of no more than three other arbitrators. If both parties fail to agree on an arbitrator, the Minister responsible for Labour, on the request of either party, shall appoint an arbitrator.

9.03 Decision of the Sole Arbitrator

The decision of the sole arbitrator shall be final, binding and enforceable on all parties. The sole arbitrator shall not have the power to make any decision inconsistent with the provisions of this Agreement or to change, alter, modify or amend any of its provisions.

9.04 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

9.05 * Amending of Time Limits

The time limits fixed for the Arbitration Procedure may be extended by mutual agreement of the parties.

9.06 Witness

At any stage of the Grievance or Arbitration Procedures, the parties may have the assistance of any employee(s) concerned as witnesses or any other witnesses. Employees attending as witnesses will be granted time off work with pay and without loss of seniority or benefits of the Collective Agreement. Where possible, the Employer should receive five (5) days notice that an employee is required to attend as a witness.

9.07 Union Representation

The Employer recognizes the right of employees to be represented by a full-

time representative of the Union at any formal Step of the Arbitration Procedure.

ARTICLE 10 LABOUR-MANAGEMENT/OCCUPATIONAL HEALTH COMMITTEE

10:01 Labour-Management Committee

It is agreed that a Labour-Management Committee comprised of two (2) bargaining unit representatives and two (2) Employer representatives will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters:

- * (a) reviewing suggestions from employees, questions of working conditions and service if not covered by the Occupational Health and Safety Committee;
- (b) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:02 These meetings shall not supersede with the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

10:03 * Occupational Health and Safety Committee

The parties agree to comply with the *Occupational Health and Safety Act* and any applicable regulations thereto.

Recognizing its responsibilities under the *Act*, the Employer agrees to accept as a member of its Occupational Health Committee, two (2) bargaining unit representatives selected or appointed by the Union. Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 SEVERE WEATHER CONDITIONS

11.01 During severe weather conditions or a declared state of emergency, the Employer shall, in conjunction with the employee, make reasonable efforts to determine whether or not operations will be suspended in a particular area or community. Should the Employer suspend operations, employees shall be paid for scheduled hours missed to a maximum of three (3) hours.

11.02 * No employee shall be required to travel on Employer's business, report for work or remain at work during severe weather conditions or state of

emergency. An employee unable to travel, report for work or remain at work shall immediately advise the Employer accordingly.

ARTICLE 12 PROBATION, DISCIPLINE AND PERSONNEL FILE

12:01 * Probationary Period

The probationary period shall be four hundred and eighty (480) working hours from the date of last hire. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked. An employee's probationary period may be extended by mutual agreement in writing between the employee, the Employer and the Union.

12.02 Discipline

(a) Notification

The Employer has the right to discipline and discharge employees for just cause. However, any employee who has completed the probationary period and claims to have been unjustly disciplined, discharged or suspended shall be provided with written notification within seven (7) calendar days of the occurrence or discovery of the matter giving rise to the discipline, discharge or suspension.

(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 he/she has a right to be accompanied by a Shop Steward. The employee will be informed of the nature of the meeting and be given as much advance notice as possible. It is the responsibility of the employee to inform his/her Shop Steward.

(c) Justice and Dignity

In situations where the Employer is unable to investigate a matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay. If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement.

(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

re-instated in her former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's average earnings in the four (4) pay periods preceding such suspension or discharge, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to arbitration.

(e) Criminal or Legal Liability

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 her duties, provided that the Employer is satisfied that the employee performed duties as required by the Employer. This does not apply where the employee has been justly disciplined for a willful act or omission leading to a criminal charge.

No compensation shall be paid for legal counsel not pre-approved by the Employer.

12.03 Personnel Files

- (a) Upon request and having given reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of a representative of the Union and the Employer and be provided with a copy of any document contained therein.
- (b) In the event an employee is disciplined, the records of such disciplinary action shall not be removed from the personnel file of the employee for eighteen (18) months following the receipt of such discipline, providing there has not been a recurrence of a similar incident during that period. It shall be the responsibility of the employee to see that such documentation is removed.
- (c) No document shall be used in disciplinary proceedings against an employee unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

ARTICLE 13 SENIORITY

13.01 Seniority Defined

- (a) Subject to Clause 13.04, seniority ranking for all employees shall be determined by the employee's last date of hire.

- (b) Seniority shall be earned on a bargaining unit wide basis with general application except where otherwise required by the provisions of this Agreement.

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 posted in January and July of each year. The seniority list for all employees shall show, subject to Clause 13.04, the last date of hire for each employee.

13:03 Probation for Newly Hired Employees

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

13.04 Loss of Seniority

An employee shall lose all seniority and service and her employment will be deemed to be terminated if she:

- (a) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- * (b) resigns in writing (including electronic media such as email);
- * (c) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of employee or immediate family member verified by a medical certificate or by other reason satisfactory to the Employer. It shall be the responsibility of the Employee to keep the Employer informed, in writing, of her current address and telephone number;
- (d) is laid off for a period longer than eighteen (18) months.
- * (e) is transferred to a position outside the bargaining unit and does not return to a bargaining unit position within twelve (12) months.

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while

outside the unit.

ARTICLE 14 HOURS OF WORK

14.01 Hours of Work

- (a) Recognizing the particular and unique needs of clients and that the very nature of this work dictates that such services cannot always be predicted in advance, the parties agree that the work schedule for employees may be arranged on a flexible basis in the interest of client care and/or efficiency of the Employer's operation. Nothing in this Agreement shall be construed as a guarantee of minimum hours of work per day or per week.
- (b)
 - (i) The normal hours of work for employees scheduled on a weekly basis shall be up to forty (40) hours per week.
 - (ii) Subject to Clause 14.01 (d), the Employer will attempt to schedule only those hours of work agreed to by the employee at the time of hiring. An employee may be required to be available to work additional hours to meet the short term emergency needs of an assigned client.
- (c) Client/Employee Incompatibility
 - (i) The parties acknowledge that client needs and/or preferences may impact staffing actions.
 - (ii) In consultation with the Union, in situations where the compatibility between the client and employee is brought into question, the Employer and the employee will meet to discuss the cause of the incompatibility and to identify, if necessary, 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. In the event that alternate work is not immediately available, the employee shall be placed, relative to her seniority, within a recall list.
 - (iii) The Employer is responsible for all staffing actions with the client including but not limited to scheduling shifts. In the event that an employee receives telephone calls from a client at the employee's home, the employee will redirect such telephone calls to the Employer, and will also advise the Employer immediately.

(d) Each employee shall advise the Employer, in writing, of the district(s) in which she is prepared to work and the maximum number of hours per week she is prepared to accept. Employees may change either the district(s) or the number of hours at any time by giving the Employer, in writing, two (2) weeks advance notice.

(e) Loss of Hours/Employment

In the event an employee suffers a partial or total reduction in hours due to client/employee incompatibility, client hospitalization, death or incarceration, or any other event beyond the control of the employee and/or 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 a recall list relative to her seniority and offered hours to replace those lost due to the above events.

14.02 Scheduling of Work

(a) Where possible, work schedules will be included with an employee's cheque, otherwise an employee will be advised of his/her schedule by telephone. This schedule may be adjusted as determined by operational requirements dictated by client's needs.

* (b) The scheduling of weekend assignments shall be on a rotational basis except where mutually agreed between the employee and the Employer. Subject to changes in staff levels and client load, the Employer shall endeavor to schedule every second weekend off. Employees shall receive a minimum of every third weekend off, unless otherwise mutually agreed. Weekend means Saturday and Sunday off. The Employer will make every reasonable effort to accommodate the employee's preference to work weekends on a temporary or permanent basis.

* (c) The scheduling of evening and night shifts will be on a rotational basis where operational requirements permit, except where mutually agreed between the employee and Employer. The Employer will make every reasonable effort to accommodate the employee's preference to work evenings or nights on a temporary or permanent basis.

(d) An employee shall not be scheduled to work more than six (6) consecutive days without days off except by mutual agreement of the employee and the Employer. Where possible, at least two (2) consecutive days off shall be scheduled unless single days off are arranged by mutual agreement between the employee and the Employer.

- (e) Employees may be permitted to change shifts with another employee provided that it is approved by the immediate supervisor.
- (f) The Employer shall provide eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period.
- (g) Subject to the other provisions of this Article, the Employer shall schedule employees on a seniority basis so as to maximize their hours of work. The Employer shall also make a reasonable effort to schedule work so as to provide consecutive hours, where possible, and to minimize gaps in work schedules.
- (h) Employees are not obligated to accept shifts of less than three (3) hours in duration, with the exception of staff meetings, attendance at investigations, and training.
- (i) An employee arriving to work a shift that has been cancelled without his/her being notified of the cancellation will be paid for all scheduled hours in the shift at the regular rate of pay.
- * (j) Employees required to do a written report after a shift has ended, shall be compensated for one half (½) hour of pay at the employee's regular rate of pay for each report.
- * (k) In cases involving intimate personal care or behavioural concerns with a client, the Employer shall develop appropriate controls to minimize the risks associated with working alone with such clients. Where appropriate, such controls shall be developed in consultation with relevant members of the bargaining unit.

14:03 * Standby Pay

Standby means a period during which on the written instructions of the Employer, an employee is required to be available to immediately report to work.

In the event the Employer requires an employee to be available for standby duty, the employee shall be paid ten dollars (\$10) for each eight (8) hour period of standby or part thereof.

14:04 * Transfers

Employees who wish to be considered for reassignment/transfer may make such a request, in writing, to the Employer and such request, based on seniority, may be accommodated based on availability of alternate hours of work which are not currently being carried out by another employee.

ARTICLE 15 OVERTIME

- 15.01 * (a) All hours worked by an employee in excess of twelve (12) hours in any unbroken twenty-four (24) hour period or forty (40) hours per week shall be considered overtime.
- (b) Where the Employer requires an employee to work overtime, the employee(s) assigned to a client shall be offered the opportunity to work the overtime hours. If the employee(s) on shift are unable to work the overtime hours, they may be required to remain at the work site for a period not to exceed three (3) hours until a replacement is found.
- (c) All overtime is subject to the prior approval of the Employer.

15.02 Overtime Rate

All overtime hours worked shall be compensated at the rate of one and one half (1.5) times the employee's regular rate of pay.

15.03 Distribution of Overtime

Subject to the circumstances and an individual client's needs, the Employer will endeavour to distribute overtime equitably amongst employees who share responsibilities in a client's household, provided that the employees are available and willing to work.

15.04 * Double Shift

An employee shall not be required to work a double (2) shift or overtime without his/her consent except under emergency circumstances. Employees required to work a double shift or overtime, shall not have their schedule changed to avoid further overtime payment but shall be given a minimum eight (8) hour rest period following any double shifts or overtime, and shall suffer no loss of pay if rest period coincides with regularly scheduled shift. For the purpose of this Clause, a shift consists of eight (8) consecutive hours.

- 15.05 In the event an employee's scheduled shift is extended beyond twelve (12) hours, the employee will be provided with a meal allowance of ten dollars (\$10.00).

ARTICLE 16 HOLIDAYS

16.01 Holiday Pay

- (a) The following paid holidays shall be provided:

New Year's Day
Good Friday
Victoria Day
Memorial Day (Canada Day)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

- (b) Where an employee works on a statutory holiday identified in Clause 16.01 (a), he/she is entitled to receive wages at twice his/her regular rate for the hours worked on the holiday.
- * (c) An employee who does not work on a statutory holiday identified in Clause 16.01 (a), and who has been employed for at least thirty (30) days, will receive a prorated day's pay based on the average hours worked per day in the twenty-eight (28) days immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past twenty-eight (28) days by twenty (20).
- * (d) Where an employee is required to work on a statutory holiday identified in Clause 16.01(a) for a number of hours that is less than the number of hours that the employee would work if it were a normal working day, the Employer will pay the employee at her regular rate of pay for the number of hours worked, plus a regular day's pay as calculated in Clause 16.01(c).

16:02 Christmas and New Year's

Subject to the availability of employees, the Employer agrees that an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day, and an employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day unless otherwise mutually agreed between the employee and the Employer.

Subject to the availability of employees, 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 her immediate supervisor.

ARTICLE 17 VACATION

17.01 Vacation Pay

Effective December 1, 2011, an employee shall be entitled to vacation pay

as follows:

- (a) Employees will less than five (5) calendar years of service, four percent (4%) of all hours paid within the preceding twelve (12) month period.
- (b) After the completion of five (5) calendar years of service but less than ten (10) years of service, six percent (6%) of all hours paid within the preceding twelve (12) month period.
- (c) After the completion of ten (10) calendar years of service, eight percent (8%) of all hours paid within the preceding twelve (12) month period.

17.02 Payment of Vacation Pay

- (a) The vacation year is from January 1st to December 31st.

* (b) Vacation and Vacation Leave

Each vacation year, the employee shall have the option of having her vacation pay included with her regular bi-weekly pay if requested by her after signing of this agreement or upon hiring of new employees. On a go forward basis, employees who elect to receive their vacation pay with their regular bi-weekly pay in any vacation year must inform the Employer of this election no later than June 15th and/or December 15th of each year. Once the election is made by the employee, it cannot be changed until the next June 15th or December 15th.

- * (c) Provided that vacation leave is requested pursuant to Article 17:03 (a), banked vacation pay will be paid by direct deposit at the commencement of the employee's scheduled vacation leave. Any vacation pay that is not paid out during the vacation year in which it is earned may be carried forward to a maximum of one (1) year's entitlement. Any vacation pay entitlement that cannot be carried forward will be paid out at the end of the vacation year.

17.03 Vacation Leave

- (a) Subject to Clause 17.02, the Employer will make all reasonable efforts to grant employees two (2) consecutive weeks off each calendar year for the purpose of vacation. Provided that the employee provides at least thirty (30) days' notice of her request, every reasonable effort will be made to grant the employee the vacation time as requested. Requests for vacation during the months of June to August must be submitted, in writing, to the Employer no later than April 15th.

- (b) It is understood that when an employee requests and is granted vacation in blocks of less than two (2) consecutive weeks, these vacation days will be deducted from the employee's entitlement.
- (c) Where operational requirements necessitate placing restrictions on the number of employees on vacation leave at any one time, preference shall be given to employees with the greatest length of service.

ARTICLE 18 SICK LEAVE, FAMILY RESPONSIBILITY, OTHER

18.01 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 or disabled, or because of an injury for which compensation is not payable under the Workplace Health, Safety and Compensation Act.

18.02 Sick Leave Entitlement (Effective Upon Ratification)

Employees who have worked a minimum of 1000 hours in the previous calendar year shall be eligible for sick leave in the amount of two percent (2%) of hours worked in the previous calendar year to a maximum of forty (40) hours' entitlement. New hires who have completed one year of service shall become eligible after working one thousand (1000) hours in the previous twelve (12) months and will have the hours of sick leave calculated on a prorated basis from date of hire to December 31st.

Paid sick leave is for use within the current calendar year and is not cumulative.

Transition to new entitlement shall be done on a prorated basis as of date of ratification.

18.03 Family Responsibility Leave

- (a) Provided that an employee has been employed for at least thirty (30) days, she shall be granted a period of five (5) days' unpaid family responsibility leave each year.
- (b) The employee shall make all reasonable efforts to ensure that personal or family responsibility matters are scheduled outside of duty hours. However, in the event that such efforts are not possible or have been exhausted, the employee shall provide reasonable notice to the Employer of the need for family responsibility leave.

(c) The Employer may request from the employee confirmation of the circumstances giving rise to the need for family responsibility leave.

* (d) For the purpose of this clause 18.03, family responsibility means:

- i. Attending to the temporary care of a sick family member living in the same household;
- ii. Attending meetings with school authorities concerning a dependent child;
- iii. Attending to the needs related to a home or family emergency; or,
- iv. Accompanying a dependent family member living in the same household on a dental or medical appointment.

18.04 Notification

(a) The employee shall provide her immediate supervisor a minimum of four (4) hours' notice, where possible, if she is unable to report to work because of illness or injury or family responsibility.

(b) The employee shall inform her immediate supervisor in advance of the date of her return to work.

(c) Medical certificates, to be given at time of illness, may be required for all sick leave absences affecting work scheduled on two (2) consecutive days or affecting work scheduled on more than five (5) days in a twelve (12) month period.

(d) For the purpose of obtaining medical certificates, an employee shall have the option of being attended by a doctor of her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising her option of being attended by her physician.

* (e) Where any medical reports requested by the Employer to address an employee's functional abilities or limitations have associated costs, such costs shall be paid by the Employer.

18:05 * Injury on Duty

An employee who is injured during working hours and is either required to leave for medical treatment or sent home because of such injury shall receive payment for the remainder of the employee's scheduled work day at his/her regular hourly rate. On return to work the employee will be required

to provide a medical certificate from a qualified medical practitioner indicating that she received treatment for the injury.

18.06 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 to the Negotiating Committee while attending negotiations with the Employer. This leave will be contingent on operational requirements.

18.07 Leave Without Pay for Union Business

- (a) Where operations 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. Employees will not accrue any service or benefits, except seniority, during such an absence.
- (b) Where operational requirements permit and provided fourteen (14) days' written notice, the Employer may grant leave of absence without pay to employees to attend Union workshops, conferences or other Union business.

18.08 * Bereavement Leave

(a) (i) Immediate Family Entitlement

Provided that an employee has been employed by the Employer for at least thirty (30) days since her last date of hire, if a death occurs in the immediate family of the employee, the employee shall be granted three (3) working days' leave with pay to a maximum of twenty-four (24) hours with the leave being accessed within seven (7) calendar days of the death.

(ii) Definition of Immediate Family

For the purpose of this clause, "immediate family" is defined as the employee's mother, father, brother, sister, child, spouse, legal guardian, grandparent, grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother and stepchild.

For the purpose of this clause, a common-law spouse relationship is said to exist when, for a continuous period of at

least one (1) year, an employee has lived with a person of the opposite sex or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

(b) Leave to Attend Funeral

Employees are entitled to bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew.

18:09 * 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' written 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 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 parent 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 thirty-five (35) weeks for parental leave for a combined maximum of fifty-two (52) weeks in total.
- (e) The employee shall give at least four (4) weeks' written notice of her 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 her former duties at her former position on the wage grid, subject to the availability of work.
- (g) Subject to Clause 18.02, an employee who, before commencing maternity leave, becomes ill as a result of or relating to her 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 the Agreement, except seniority.

18.10 Adoption Leave

- (a) In accordance with the *Labour Standards Act*, an employee who has been employed by the Employer for at least twenty (20) consecutive weeks and who legally adopts a child shall, subject to the approval of the Employer, be granted special leave without pay for a maximum of fifty-two (52) 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' written notice of her intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the employee shall resume her former duties at her former position on the wage grid, 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.

18.11 Paid Jury, Court or Jury Selection

The Employer shall grant leave of absence to an employee who is summoned to jury service, serves as a juror or who is subpoenaed to give evidence in a court proceeding and shall, if and as required by the *Jury Act*, continue to pay the employee's wages and benefits, provided that the employee presents proof that such evidence has been required and she has to attend in compliance with such requirement.

18.12 * General Leave

The Employer may, in its discretion, grant an employee a leave of absence, without pay and without loss of seniority, on such terms and conditions as it and the employee may agree.

18.13 Educational Leave

An employee who is upgrading her employment qualifications through an Employer-approved upgrading course, shall be entitled to leave of absence without pay to write examinations required by such course. The employee shall provide a minimum of fourteen (14) days' written notice of the date of such examination.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19.01 Classification and Wages

- (a) Employees shall be paid wages as set out in Schedule A - Classification 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.

19.02 Availability of Salary Cheques

- (a) Employees shall receive their salary payments bi-weekly. Overtime pay shall be included in the regular pay cheques for the pay period next succeeding the pay period during which overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, vacation leave bank balances, and all payroll deductions, including group insurance premiums.
- * (b) Employees shall receive their pay by direct deposit. Pay day is every second Thursday. Direct deposits will be available on every second Thursday provided the employee has submitted his/her time sheet(s) in accordance with payroll guidelines established by the Employer.

19.03 Transportation Allowance

Employees shall be provided upon request with a T2200 Declaration of Conditions of Employment form.

ARTICLE 20 STRIKES AND LOCKOUTS

20.01 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 21 TERMINATION AND LAYOFF

21.01 Notice of Termination

- (a) The Employer agrees to give employees two (2) weeks notice of layoff or termination, in writing, excluding disciplinary termination.

- (b) The employee shall give the Employer two (2) weeks notice, in writing, to terminate his/her employment.
- * (c) Upon termination, employees shall be paid out the balance of any banked vacation pay.

21.02 Definition of Layoff

For the purpose of this Article, a layoff means the temporary cessation of employment due to a shortage of work. It is understood that a periodic reduction in scheduled hours of work due to temporary or intermittent shortages of work does not constitute a layoff. A layoff notice shall be in writing and will be hand delivered or delivered by registered mail. When requested by an employee, a Record of Employment (ROE) shall be given after any seven (7) consecutive day period without work.

21.03 No New Employees

Subject to client needs or preference, no new employees shall be hired until employees on the recall list are offered their maximum available hours.

ARTICLE 22 HEALTH AND SAFETY

22:01 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 the *Act*.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to his/her former duties, and if the Workplace Health, Safety and Compensation Commission (WHSCC) determines that the employee cannot perform his/her former duties, to another work assignment within the bargaining unit.
- (c)
 - (i) Employees in receipt of Workers' Compensation benefits and who are not working with the Employer are not eligible to access benefits of this Agreement except they will not have their seniority date changed.
 - (ii) Employees on modified duties or Easeback shall earn the benefits of this Agreement, including seniority, based on the number of hours worked.

22.02 Clothing Benefits

The Employer shall make reasonable efforts to ensure the supply of disposable gloves and protective clothing are provided as needed for the personal care of the client.

22.03 On-the-Job Training

Employees required by the Employer to participate in on-the-job training in a client's home shall be considered to have worked for all hours spent in such training.

22.04 * First Aid Re-Certification

An employee is responsible to have or to obtain a first aid certificate upon employment. The Employer shall cover the cost of first aid re-certification provided the employee has two (2) calendar years of service with the Employer since her most recent date of hire.

22.05 Vaccinations

The Employer shall pay the cost of any post hire vaccinations that are identified by the applicable health authority as being required by the employee because of a client's chronic medical condition.

22.06 Client Medical History

The Employer agrees to provide staff with a client's relevant case history related to communicable disease and/or behavioral concerns.

22.07 Employee Safety

Where the Employer determines that an employee may be at risk in attending to her duties, the Employer shall take immediate action to remedy the situation.

ARTICLE 23 DURATION

23.01 * This Agreement shall remain in full force and effect from the date of ratification, up to and including June 30, 2018.

23:02 Any provision of 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

CLASSIFICATIONS AND WAGES

Classifications

Home Support Worker (includes Supervised Access Workers)

Wage Rate

September 1, 2015	\$15.05
July 1, 2016	\$15.80
July 1, 2017	\$16.55

Signing Bonus

The Employer will pay a signing bonus of \$100.00 to each employee on the Employer's seniority list as of the date of ratification.

SCHEDULE B

DISTRICTS

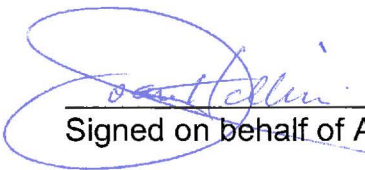
Heart's Content
Heart's Desire
Heart's Delight
Islington
Cavendish
Whiteway
Green's Harbour
Hopeall
New Harbour
Dildo
Broadcove
South Dildo
Old Shop
Blaketown
Whitbourne
Markland
Long Harbour
Long Cove
Norman's Cove
Chapel Arm
Thornlea
Bellevue
Chance Cove
Fairhaven
Southern Harbour

The Employer has the right to add Communities to this listing of Districts.


LETTER OF UNDERSTANDING

RE. MEDICAL INSURANCE


The Employer and the Union agree to meet jointly with a medical insurance consultant retained by the Union during the term of this contract with the intent of investigating the possibility of putting in place an insurance policy accessible by employees. It is understood that there is no obligation on either party to adopt or participate in such a plan.



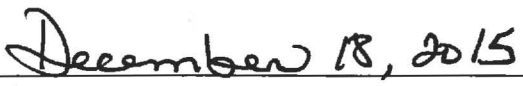
Signed on behalf of All Care Home Support



Signed on behalf of the Newfoundland & Labrador Association of Public and Private Employees



Date



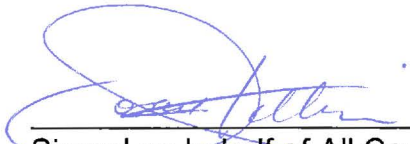
Date

LETTER OF UNDERSTANDING

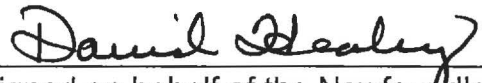
RE. TRAVEL

It is understood between the parties that employees are not permitted to transport clients or run errands on behalf of a client using the employee's vehicle and shall not be required to do so.

It is also understood that employees shall not be required to transport clients or run errands on behalf of a client using a client's vehicle. Where an employee is prepared to do so, they must first obtain the Employer's written permission. Where such permission is granted, the employee must strictly follow any conditions of use designated by the Employer. An employee granted such permission is entitled to a copy of proof of insurance covering their operation of the vehicle.



Signed on behalf of All Care Home Support




Signed on behalf of the Newfoundland & Labrador Association of Public and Private Employees

Dec. 18/15
Date

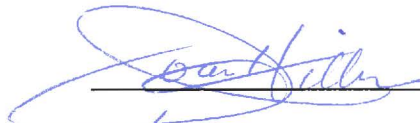
December 18, 2015
Date

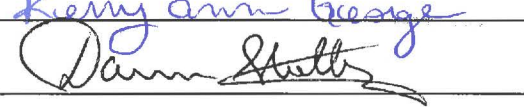
IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 18
day of December, 2015.

SIGNED ON BEHALF OF ALL CARE HOME SUPPORT LTD. in the presence of the
witness hereto subscribing:



Witness

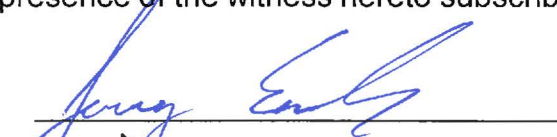


Kerry Ann George


SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF
PUBLIC AND PRIVATE EMPLOYEES in the presence of the witness hereto subscribing:



Witness



David Healey
Clara Moore
