



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

ANGEL'S TOUCH HOME CARE LTD.

and

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

EFFECTIVE: July 1, 2018

EXPIRY: March 31, 2024

THIS AGREEMENT made the 19th day of June Anno Domini, Two Thousand and Twenty;

BETWEEN

ANGEL'S TOUCH HOME CARE 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 foster and 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 INTERPRETATION

2.01 In this Agreement:

- (a) "Agreement" means this Agreement and any schedules annexed hereto.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Client" means any person or persons in which the Employer provides a service.
- (d) "Contacted" means a documented attempt by the Employer to establish communications with an employee by using the contact information provided to the Employer by the employee.
- (e) "Day" means a calendar day unless otherwise stipulated in this Agreement.
- (f) "District" means the community/communities in which an employee chooses to work.
- (g) "Employee" or "Employees" means any person employed in the Bargaining Unit.
- (h) "Employer" means Angel's Touch Home Care Ltd. and includes any person authorized by the owner/operator to act on its behalf.
- (i) "Grievance" means a complaint arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (k) "Layoff Notice" means a notice in writing which is delivered by hand or registered mail or delivered via electronic mail with delivery confirmation.

- (l) "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 encompass two (2) calendar days.
- (m) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (n) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (o) "Year" means the calendar year unless otherwise provided.

ARTICLE 3 RECOGNITION

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the classifications listed in Schedule "A" of this Agreement.

3.02 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.

3.03 Work of the Bargaining Unit

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

3.04 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.

3.05 Gender and Singular and Plural

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.

3.06 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 4 MANAGEMENT RIGHTS

4.01 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 right, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects.

ARTICLE 5 UNION SECURITY

5.01 Deduction of Union Dues

The Employer shall, as a condition of employment, deduct from the regular pay period for every employee an amount equal to the appropriate membership dues of the Union.

5.02 Notification of Union Dues

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.

5.03 * 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 that the deductions were made. The Employer shall provide to the Union, a list, in a secured electronic format compatible with Microsoft Excel which shall include each employee's full name, social insurance number, mailing address, phone numbers, classification and the amount deducted on that employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5.04 Shop Stewards

The Employer acknowledges the right of the Union, to appoint or elect Shop Stewards on a ratio of 1:20 or part thereof. 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.

5.05 Union Leave for Processing Grievances and Complaints

- (a) The work schedules of the grievor and one (1) Shop Steward will be modified to permit attendance at the grievance meetings with the Employer, without loss of regular earnings.
- (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 5:05 (a).

5.06 New Employees

- (a) The Employer will notify the Union of the name, address and telephone number of each new employee.
- (b) The Employer will:
 - (i) advise each new employee that the terms and conditions of her employment are governed by the provisions contained in a collective agreement;
 - (ii) provide the employee with a copy of the collective agreement 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;
 - (iv) provide the employee with a Union card, provided such cards are provided to the Employer by the Union.

ARTICLE 6 NO DISCRIMINATION

6.01 The Employer agrees 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 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 Code. The Employer shall undertake to investigate alleged occurrences of harassment with all possible dispatch.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

8.02 Step 1

Subject to Article 10:01, an employee may present a grievance to her Supervisor or designate within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. The Supervisor or designate shall render a written decision within 5 days after receipt of the grievance.

Step 2

Should the decision rendered at Step 1 be unsatisfactory, or should no decision be rendered, the grievance shall be submitted to the Owner/Operator or designate within 5 days after receiving the decision at Step 1, or where no decision was rendered, within 5 days after the expiry of the time for doing so. The Owner/Operator or designate shall render a written decision within 5 days after receipt of the grievance at Step 2.

Step 3

Should the decision rendered at Step 2 be unsatisfactory, or should no decision be rendered, the grievance shall be referred to a meeting of the Owner/Operator or designate and a representative of the Union within 5 days after receiving the decision at Step 2, or where no decision was rendered, within 5 days after the expiry of the time for doing so. The meeting shall take place within 10 days after receipt of the grievance at Step 3.

8.03 Policy Grievance

Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Owner/Operator or designate or the Union, as the case may be, within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the party filing same became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02, with the responding party being the Owner/Operator or designate or the Union, as the case may be.

8.04 Group Grievance

Where a number of employees have similar grievances and each employee would otherwise be entitled to grieve separately, they may present a group grievance to the Owner/Operator or designate within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the employees became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.

8.05 Subject to Article 10:01, an employee claiming that she has been unjustly discharged may submit a grievance directly to the Owner/Operator or designate within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.

8.06 * Mediation

Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the Department of Advanced Education, Skills and Labour to see if a settlement can be reached. If no settlement is reached, the grievance procedure shall resume at the point it had reached at the time of such submission.

8.07 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.

8.08 * Excluded Days

In calculating the time limits set out in this Article, Saturdays, Sundays and holidays during which the Regional Union Office is closed shall be excluded.

8.09 An employee may be represented by a full time representative of the Union at any step of the grievance procedure.

8.10 Technical Objection to Grievances

No grievance, once properly commenced, shall be defeated or denied by technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a subsequent step in the grievance procedure.

ARTICLE 9 ARBITRATION

9.01 Referral to Arbitration

In the event that a grievance is not satisfactorily resolved at the conclusion of Step 3 of Article 8:02, the grieving party may, by written notice to the other party given within 20 days of the Step 3 meeting or where no meeting was held, within 20 days after the expiry of the time for conducting such meeting, refer the matter to arbitration in accordance with this Article 9.

9.02 * Sole Arbitrator

Upon receipt of notice of arbitration pursuant to Article 9.01, the parties shall endeavour to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within 30 days after the date of the notice of arbitration, apply to the Department of Advanced Education, Skills and Labour for the appointment of an arbitrator who shall make a decision on the grievance that is final and binding upon the parties and upon the persons on whose behalf this Agreement was made.

9.03 Decision of the Sole Arbitrator

The arbitrator shall not have any power to alter, change, add to or detract from this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms of this Agreement.

9.04 Expenses of the Arbitrator

Each of the parties shall pay an equal share of the fees and expenses of the arbitrator.

9.05 Amending of Time Limits

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

9.06 * Calculating Time Limits

In calculating the time limits set out in this Article, Saturdays, Sundays and holidays during which the Regional Union Office is closed shall be excluded.

9.07 Witness

Provided that the Employer receives at least five (5) days notice that an employee is required to attend an arbitration hearing as a witness, she will not lose seniority or benefits of the Collective Agreement and will be compensated for any hours of work missed as a result of such attendance that cannot be re-scheduled within the given pay period.

9.08 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 PROBATION, DISCIPLINE & PERSONNEL FILE

10.01 Probation

Employees shall serve a probationary period of three (3) calendar months. At any time prior to the completion of such period the Employer may, without cause and without notice, dismiss an employee for reasons of unsuitability or incompetence. Such dismissal shall not be subject to the grievance procedure or arbitration.

An employee's probationary period may be extended by mutual agreement in writing between the employee, the Employer and the Union.

10.02 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 disciplinary action against an employee, the Employer shall conduct its investigation in an expeditious manner. The Employer shall notify the employee, in writing, of any disciplinary action within seven (7) days of the occurrence or discovery of the matter provided that the Union and Employer may agree in writing to an extension of this time period.

(b) Right to Union 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 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 her Shop Steward.

(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 to a maximum of three (3) shifts. 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 award appropriate compensation to the suspended employee.

(d) Unjust Suspension and Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be reinstated without loss of seniority and compensated in a just and equitable manner 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) Criminal Liability

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by the employee in the course of his/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 wilful act or omission leading to a criminal charge. No compensation shall be paid for legal counsel not pre-approved by the Employer.

10.03 Personnel File

- (a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect her personnel file in the presence of a representative of the Employer and, upon request, shall be given a copy of any document not previously provided to the employee. If an employee is subject to discipline, she shall be entitled to a copy of any document in the file.
- (b) In the event that an employee is disciplined, the records pertaining to verbal and written reprimands shall be removed from the personnel file of the employee twelve (12) months following the disciplinary action, provided there has been no discipline in the intervening period. It shall be the responsibility of the employee to see that such documents are removed.

- (c) No document shall be used in disciplinary action against an employee unless such document was brought to the attention of the employee at the time it was placed on the employee's file.

ARTICLE 11 LABOUR-MANAGEMENT/ OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

11.01 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 at least once per quarter, or as the need arises, as mutually agreed. The following matters may be discussed:

- (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 that are not properly the subject matter of a grievance or negotiations.

11.02 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.

11.03 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 12 SEVERE WEATHER CONDITIONS

12.01 (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 or community. Should such closure or suspension of operation occur, employees will be paid for scheduled hours missed to a maximum of three (3) hours.

(b) No employee shall be required to travel on Employer's business during severe weather conditions or state of emergency. Accommodation costs shall be paid by the Employer, whereby an employee is unable to continue travel on Employer's business where unsafe to do so.

* (c) Employees who are unable to travel to work due to the official closure of highways or roadways shall contact the Employer immediately. Employees may request to use accumulated vacation pay for any scheduled hours missed. When conditions improve staff shall be available to resume scheduled shift as required.

ARTICLE 13 SENIORITY

13.01 (a) Seniority Defined

Subject to Clause 13:04, seniority ranking for all employees shall be determined based on the employee's date of hire with the Employer.

(b) Seniority shall operate on a Bargaining Unit wide basis.

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 date of hire for each employee.

13.03 Probation for New Employees

After the completion of the probationary period as specified in Article 10:01, employees shall be credited with seniority accumulated during the probationary period, and seniority shall be effective from the date of hire with the Employer.

13.04 Loss of Seniority

An employee shall lose all seniority and service 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 or in a position outside of the Bargaining Unit for a period longer than 24 months.

13.05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without her consent. If an employee is transferred to a position outside the Bargaining Unit, her seniority date will not change but a transfer exceeding twelve (12) months will result in a loss of seniority.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Subject to Clause 15:02, 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.

14.02 If a position becomes available at a higher classification, the position shall be offered based on seniority to employees who meet the client's requirement regardless of hours currently scheduled.

ARTICLE 15 SCHEDULING AND HOURS OF WORK

15.01 (a) Prediction of Services

The parties acknowledge and agree that the particular and unique needs of the Employer's clients are the paramount considerations in determining the need, extent and duration of the services to be provided through employees. It is further agreed that it is in the best interests of clients to schedule hours of work on a flexible, casual basis, and that nothing in this Agreement constitutes a guarantee of a minimum number of hours to be worked in a day or week, or that scheduled hours will not be reduced.

(b) Incompatibility

- * (i) Subject to Clause 15:02, both parties recognize that client preference may have an impact on the application of the provisions of this Agreement. In situations where it is

determined that an employee and client are incompatible, the Employer and employee will discuss the cause(s) of the incompatibility and to determine if the incompatibility can be resolved. If necessary, the Employer and employee will explore the availability of alternate work based on employees updated availability form which shall be communicated in writing to the Employer at the onset of the incompatibility. Employees may be accompanied by a representative of the Union should they choose. In the event that alternate work is not immediately available, the employee shall be placed, relative to seniority, on the recall list.

*

(ii) Incompatibility Third Party

Subject to Clause 15:02, in situations where incompatibility has been imposed by a third party, the Employer shall conduct their own investigation on the root cause(s) of the incompatibility with input from the employee(s) affected by the conflict. Upon completion of their investigation, the Employer shall make representation on behalf of the employee to the third party to discuss and determine if incompatibility can be resolved. If incompatibility cannot be resolved the Employer shall offer the employee alternate work based on employees updated availability form which shall be communicated in writing to the Employer at the onset of the incompatibility. In the event that alternate work is not immediately available, the employee shall be placed, relative to seniority, on the recall list.

*

(c) Maximizing Hours

Subject to Clause 15.02, the parties recognize that job security should Increase with an employee's length of service. In keeping with the principle, and provided that the employee is qualified, able to meet client needs and is readily available, the Employer will schedule employees on a seniority basis to a maximum of forty (40) hours weekly.

15.02 Agreement of Districts and Hours Worked

Each employee shall advise the Employer, in writing, of the District in which she is prepared to work and of any maximum number of hours per week she is prepared to accept. Employees may, in writing, at any time and from time to time, change any maximum number of hours or the District previously selected; however, the Employer must receive any such notice on or before the 5th day of a month to be considered for available hours of work commencing the following month.

15.03 Additional Hour Assignment

Additional hours of work that become available will be assigned in accordance with operational requirements to an employee or employees who have expressed a willingness and availability to perform work in the District in question, and who could take such assignment without affecting any other hours of work already assigned to that employee and without exceeding any maximum number of hours designated. Where more than one employee has the requisite willingness and availability for such additional hours, the Employer shall give preference to the employee or employees with the most seniority.

15.04 Refusals

Employees who are offered additional hours in the District in which they have indicated a willingness to work are expected to accept such hours. An employee who refuses such hours three times within a twelve-month period without providing a reason satisfactory to the Employer, may not be offered additional hours for 6 months from the date of last refusal.

15.05 When the Employer has exhausted the list of employees who have indicated a willingness to work in a District and all hours of work have not been accepted, the Employer shall be free to offer such hours to other employees without regard to their seniority. Such other employees may decline such hours without affecting their seniority or work opportunities in the District in which they have indicated a willingness to work.

15.06 Maximizing Hours

Subject to the provisions of this Article 15, including but not limited to any maximum number of hours an employee has indicated she is prepared to work, the Employer will make every reasonable effort to offer employees up to a maximum of 40 hours per week.

15.07 Weekend Assignments

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.

15.08 Evening and Night Shifts

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.

15.09 Consecutive Days/Days Off

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 are arranged by mutual agreement between the employee and the Employer.

15.10 Changes of Shifts

Employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the immediate supervisor.

15.11 * Consecutive Hours of Work

Subject to the provisions of this Article 15, the Employer shall make a reasonable effort to schedule work on a seniority basis so as to provide consecutive hours, and to minimize gaps in work schedules.

15.12 Minimum Shifts

A employee is not obligated to accept a shift that is less than three (3) hours in duration with the exception of staff meetings, attendance at investigations and training.

15.13 Cancelled Shift

If an employee reports for a scheduled shift and the shift is subsequently cancelled, the employee shall be paid for the scheduled shift, provided a replacement shift is not immediately available.

15.14 Scheduled Availability

Whenever possible, schedules will be available to employees a week in advance. Schedules are subject to change based on client needs and the availability of employees.

15.15 Loss of Hours/Employment

In the event that an employee is displaced from work due to a client's incompatibility, hospitalization, death, incarceration or other event beyond the control of the employee and/or the Employer, the employee shall be placed, relative to seniority, within the recall list. The employee shall

remain on the recall list until they are scheduled for a reasonable number of hours to replace those lost due to the above event(s).

15.16 Employee Contact Information

The Employer and the Union acknowledge that time is of the essence in assigning additional hours that may become available. It is the responsibility of each employee to ensure that the Employer has a telephone number or numbers that allow the Employer to contact her.

15.17 Minimizing Risk

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.

15.18 Report Writing

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. Such time will not be included in calculation of overtime or seniority.

15.19 Standby Pay

In the event that the Employer requires an employee to be available for standby duty, the employee shall be paid ten dollars (\$10.00) for each eight (8) hour period of standby or part thereof.

15.20 * The Employer recognizes the employees right to rest periods. In the event that an employee is unable to access required rest periods the Employer shall ensure rest periods are made available.

ARTICLE 16 OVERTIME

16.01 * Overtime

All time worked by an employee in excess of 40 hours per week or in excess of twelve (12) hours in any unbroken twenty-four (24) hour period shall be considered overtime. With the written consent of the employee and subsequent agreement of the Employer, an employee may choose to work greater than forty (40) hours in a week and not receive overtime; However, under this agreement, all time worked in excess of eighty (80) hours in a bi-weekly pay period shall be considered overtime. Employees may choose at any time, by giving the Employer two (2) weeks' notice on their intent to discontinue the practice of working in excess of forty (40) hours in each work

week and not be compensated for overtime. All overtime is subject to the prior approval of the Employer.

In situations where the minimum overtime rate, as per labour standards, exceeds the regular hourly rate of the employee, the employee shall be paid at the higher rate for any hours worked in excess of forty (40) hours per week.

16.02 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.

16.03 Distribution of Overtime

The Employer will endeavour to distribute overtime equitably amongst employees who share responsibilities in a client's household first and when unavailable then amongst employees in a community, provided that the employees are available and willing to work.

16.04 Daily Hours

The Employer shall schedule eight (8) consecutive hours of rest and in any event an employee shall not be required to work more than twelve (12) hours in any one day without her consent.

16.05 In the event that an employee's shift is extended beyond twelve (12) hours, the Employer will be provided with a meal allowance of fourteen dollars (\$14.00).

16:06 Instead of cash payment for overtime, employees may choose to receive time off with pay to be taken at a date mutually agreed between the employee and the Employer. The employee's request to receive time off rather than cash payment must be included with the employee's time sheets for the week in which the overtime was worked. Such "banked" overtime shall be recorded at the rate of one and one half (1.5) hours off for each overtime hour worked. Any banked overtime not taken as time off within three (3) months of being earned shall be paid out at the appropriate overtime rate.

16.07 Calculating of Overtime Rates

An employee who is absent on approved paid leave during her scheduled work week because of sickness or bereavement shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

ARTICLE 17 HOLIDAYS

17.01 (a) The following are recognized as paid holidays:

New Years Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

(b) Where an employee works on a paid holiday, they are entitled to receive wages at twice their regular rate for the hours worked on the holiday or an additional day off with pay within thirty (30) days.

(c) An employee who does not work on a statutory holiday identified in Clause 17.01 (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) If an employee works less hours on the paid holiday than a calculated day based on 17.01 (c), the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a calculated day's pay as per Clause 17:01 (c).

17.02 Christmas and New Years

* (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 an employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day, within the same holiday season.

* (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.

(c) As it is not always possible to guarantee these days off, it is the responsibility of the employee to request these days off and to contact the Employer thirty (30) days prior to the Christmas/New Year's break to verify their work schedule for this period.

* (d) Subject to Article 18, request for vacation leave during the Holiday Christmas/New Year's Season shall not be unreasonably denied. Leave requests must be submitted in writing to the Employer no later

than November 1st. Whenever possible, employees shall not request both Christmas and New Year's off during the same holiday season.

ARTICLE 18 VACATION PAY AND VACATION LEAVE

- 18.01 An employee shall be entitled to vacation pay as follows:
- (a) Employees with less than five (5) calendar years of service - at the rate of four percent (4%) of all regular hours paid;
 - (b) After five (5) calendar years of service but less than ten (10) calendar years of service - at the rate of six percent (6%) of all regular hours paid.
 - (c) After ten (10) calendar years of service - at the rate of eight (8%) percent of all regular hours paid.
- 18.02 (a) The vacation year is from January 1st to December 31st.
- (b) Vacation and Vacation Leave
- By December 1st and/or June 1st of each year, each employee shall elect for the coming year, in writing, to receive either vacation pay each pay day on his/her regular pay or elect to receive vacation leave with pay for the following calendar year. Those employees who elect to receive vacation leave, they will have their leave calculated based on 4%, 6% or 8% of all hours paid in the previous calendar year. New employees shall make the election, on hire, for the year in which they were hired. Once the election is made by the employee, it cannot be changed until the next December 1st or June 1st; if no selection is made, employees shall receive vacation pay.
- (c) Banked vacation pay will be paid on a separate cheque at the commencement of the employee's scheduled vacation leave. Any vacation pay entitlement that is not paid out will be paid out at the end of the vacation year.
- 18.03 * (a) (i) Subject to Article 18:02, the Employer will make all reasonable efforts to grant employees leave based on their accumulated entitlement, each calendar year for the purpose of vacation. Provided that the employee provides at least thirty (30) days written notice of her request, every reasonable effort will be made to grant the employee the vacation period requested.
- * (ii) Requests for vacation during the months of June to August must be submitted, in writing, to the Employer no later than April 15th. Vacation shall be limited to no more than two (2)

consecutive weeks during this period. Decisions on the status of this vacation request shall be made no later than May 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. It is further understood that any vacation days requested which exceed the employee's unused vacation entitlement, or where an employee has not banked vacation as per Clause 18.02 (c), will be unpaid if granted.
- (c) Where operational requirements necessitate placing restrictions on the number of employees on vacation leave at any one time, preference shall be give to employees with the greatest length of service.
- * (d) Request for Vacation Leave of short duration shall be accommodated wherever possible.

ARTICLE 19 SICK LEAVE

19.01 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 accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Sick leave Entitlement

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 (2) percent of hours worked in the previous calendar year to a maximum of forty (40) hours' entitlement. New hires who have completed one (1) year of service shall become eligible after working 1000 hours in the previous twelve (12) months and will have the hours 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.

19.03 Notification

- (a) The employee shall inform her immediate supervisor as soon as possible of her inability to report to work because of illness or injury.
- (b) The employee shall inform her immediate supervisor in advance of the date of her return to work.

- (c) In order to receive paid sick leave for all sick leave absences affecting work on two (2) consecutive days, employees may be required to provide a medical certificate from a health care provider, satisfactory to the Employer.
- (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.

19.04 Injury on Duty

In accordance with the Workplace Health, Safety and Compensation Act, 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 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.

ARTICLE 20 UNPAID FAMILY LEAVE

- 20.01 (a) Subject to Clause 20.01 (b), an employee shall be granted unpaid family leave to:
- * (i) attend to the temporary care of a sick family member.
 - (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; and
 - (iii) where appropriate, and in particular with respect to (ii) and (iv) of 20:01 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (iv) The employee may be required to provide verification of circumstances resulting in request for family leave.

ARTICLE 21 LEAVE – OTHER

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

21.02 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. Employees will not accrue any service or benefits, except seniority, during such an absence. The period of leave of absence may be renewed upon request.
- (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.

21.03 Bereavement Leave

(a) Immediate Family

* (i) Immediate Family

If the death occurs in the immediate family of an employee, the employee shall be granted three (3) working day's leave with pay to a maximum of twenty-one (21) hours with the leave being accessed within seven (7) calendar days of the death. In the event of a delayed internment, entitlement can be reserved to be accessed to correspond with the internment service.

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.

* (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 due to the death of an immediate family member, the employee shall be entitled to one (1) extra unpaid day for the purpose of travel.

(iii) Definition of Immediate Family

Immediate family is defined as 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 and stepchild.

(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.

(c) Definition of Common Law Spouse

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.

21.04 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 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) (i) 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' notice of the date the leave is to begin.

*

(ii) An employee who is the parent of a child shall be entitled upon application, to 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 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 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' written notice of his or 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 Article 19:02, 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 this Agreement, except seniority and years of service.

21.05 Adoption Leave

- * (a) In accordance with the Labour Standards Act, an employee who legally adopts a child shall, subject to the approval of the Employer, be granted special leave without pay for a 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' 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, and years of service.

21.06 Paid Jury, Court or Jury Selection

The Employer shall grant leave of absence to an employee in 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 attended in compliance with such requirement.

20.07 General/Extended Unpaid Leave

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

21.08 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.

ARTICLE 22 PAYMENT OF WAGES

22.01 Wages

- (a) Employees shall be paid wages as set out in Schedule "A".
- (b) Timesheets are required to verify work performed. Employees are responsible for the accurate completion of timesheets. Timesheets will not be signed in advance by the client or employee.
- * (c) The Employer shall develop and maintain job descriptions for each bargaining unit classification. Copies of these job descriptions will be made available to the employees and the Union within six (6) months of the signing of this agreement.

A list of duties for each client shall be provided to each employee working with a client. It is understood that duties may change from time to time.

22.02 Payment of Wages

The Union gives notice that the Employer shall enforce the language negotiated as per Article 21:02 of the current Collective Agreement. The Union agrees to extend the time limits for direct deposit to the second pay period in January, 2016, so as to collect employee banking information for the banking institutions upload.

- (a) Employees shall receive their salary on a bi-weekly basis through a direct deposit system. For each payday, each employee shall be provided with an itemized statement of her wages, overtime, vacation bank balances, group insurance premiums, and all other payroll deductions. Pay shall be available every second Friday.

Employees are responsible to ensure they have submitted their hours via timesheet and mileage claims or other method acceptable to the Employer within the time frames established by the Employer.

- (b) Employees must have submitted all required payroll documentation, including banking information for direct deposit, seven (7) days prior to the end of the pay period.
- (c) Mileage claims shall be paid in the corresponding pay period when received by the employer.

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

22.04 (a) When, in the course of his/her duty, 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, he/she may be permitted to use his/her own vehicle and be reimbursed as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	35¢ per km

- (b) Employees who, at the request of the Employer, make their vehicle available for use on the Employer's business, shall be reimbursed, on receipt of invoice, for the difference between private and business insurance, or for any other vehicle insurance requirements in the performance of their duties. Employees in this category shall provide proof of a valid driver's license. In the event of resignation of an employee less than 6 months after reimbursement, the employee will repay a pro-rated amount back to the Employer.

ARTICLE 23 NO STRIKE/LOCKOUT

23.01 The Employer agrees that there shall be no lockout during the term of this Agreement. Where it is alleged that this provision has been violated, the Union may file a grievance at Step 3 of Article 8:02.

23.02 The Union agrees that during the term of this Agreement there shall be no strikes, suspensions or slow-down of work, picketing by members of the Union or any other interference with the Employer's business. Where it is

alleged that this provision has been violated, the Employer may file a grievance at Step 3 of Article 8:02.

23.03 A violation of Article 23:02 may constitute cause for discipline, but such discipline may be the subject of a grievance filed at Step 2 of Article 8.02.

ARTICLE 24 TERMINATION AND LAYOFF

24.01 Notice of Termination

- (a) 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.
- (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 and/or overtime on the employee's next scheduled pay period.

24.02 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.

24.03 Layoff and Recall Procedure

- (a) Employees shall be recalled in order of seniority by District provided that the employees are available and are qualified and are able to meet client's needs.
- (b) It is the responsibility of the employee to keep the Employer informed of her current address and telephone number.

ARTICLE 25 HEALTH & SAFETY

25.01 Worker's Compensation

- (a) The Workplace Health, Safety and Compensation Act, as defined by the legislation, shall cover eligible employees. 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 covered under the Workplace Health, Safety and Compensation Act return to her former duties, and if the Workplace Health, Safety and Compensation Commission determines that the employee cannot perform her former duties, to another work assignment within the Bargaining Unit.
- (c) * (1) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of this Agreement except that they will not lose any accumulated seniority and will continue to accumulate years or service.
(2) Employees who are on modified duties or easeback, shall earn the benefits of their Agreement, including seniority, based on the number of hours worked.

25.02 On-the-Job Training

With the exception of First Aid Renewals and home support training modules, Employees required by the Employer to participate in on-the-job training in a client's home or participate in client specific training courses shall be considered to have worked for all hours spent in such training. The Employer shall provide adequate training to employees who are required to perform personal care on clients using medical equipment or clients with complex medical/behavioral concerns.

25.03 Clothing

The Employer shall ensure the supply of disposable gloves, without cost to the employee, for the personal care of the client. Should the Employer require employees to wear greens, aprons or any other items of clothing, the cost shall be borne by the Employer.

25.04 First Aid

Employees are responsible to have or obtain a First Aid certificate upon hiring. The Employer shall then cover the cost of First Aid Renewals for employees with more than two (2) years of service.

25.05 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.

25.06 Client Medical History

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

25.07 * (a) Employee Safety

The employees shall report all incidents of Workplace Violence to their Employer; verbal abuse, physical abuse, sexual harassment and sexual assault. All incidents of Workplace Violence shall be communicated to the Occupational Health & Safety Committee. 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. The Employer shall develop, maintain and communicate to employees, policies and procedures to improve the safety of its employees.

- * (b) Employees will be familiarized with Policies and Procedures to deal with unexpected and emergency situations in the clients home.

ARTICLE 26 DURATION OF AGREEMENT

26.01 * (a) This Agreement shall be in full force and effect from the date of ratification/signing, up to and including March 31, 2024.

- * (b) Wage package, as per Schedule "A" unless otherwise specifically stated.

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

26.03 * NOTICE OF TERMINATION OR AMENDMENT

Either party to this Agreement may within a one-hundred and twenty (120) day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

SCHEDULE A - CLASSIFICATIONS AND WAGES *

<u>Classification</u>	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>	<u>April 1, 2023</u>
Home Support Worker	\$ 16.70	\$16.85	\$16.95	\$17.05
Supervised Access	\$ 16.70	\$ 16.85	\$ 16.95	\$ 17.05

LETTER OF UNDERSTANDING *
MEDICAL INSURANCE

The Employer and Union agree to participate, as needed, in the Government funded review/study to determine the feasibility/viability, of introducing a Group Insurance Benefits Program for Home Care Workers covered under the applicable NAPE Collective Agreement's.

Mary Hopkins

Signed on behalf of Angel's Touch
Home Care

David Healey

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

June 19, 2020
Date

June 19, 2020
Date

LETTER OF UNDERSTANDING *
DEVELOPMENTAL SUPPORT WORKERS

The Employer shall request of the applicable Health Authority reassessments of any clients with complex behavioral concerns and who are cared for by home support workers, with the intent to reclassify these employees to Developmental Support Workers.

Mary Hopkins

Signed on behalf of Angel's Touch
Home Care

David Healey

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

June 19, 2020

Date

June 19, 2020

Date

MEMORANDUM OF UNDERSTANDING RE. EDUCATION *

It is understood between the parties that in the event the Department of Health mandates additional mandatory training requirements for Home Support Workers the Employer and Union will work together with stake holders to explore avenues to meet the new requirements.

Mary Hopkins

Signed on behalf of Angel's Touch
Home Care

David Healey

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

June 19, 2020

Date

June 19, 2020

Date

MEMORANDUM OF UNDERSTANDING RE. TRAVEL *

The Employer and the Union agree to work together to develop standardized travel language for all employees covered in this Agreement. It is understood that the newly created language will come into effect on or before January 31, 2021.

Mary Hopkins

Signed on behalf of Angel's Touch
Home Care

Date

June 19, 2020

David Halsey

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

Date

June 19, 2020

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this day of June 19, 2020.

SIGNED ON BEHALF OF ANGEL'S TOUCH HOME CARE LTD. in the presence of the witness hereto subscribing:

Mary Hopkins

Kelsey Smith
WITNESS

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

Jerry Earle
Jerry Earle, NAPE President

Hal Owen
WITNESS

Trevor King
Trevor King, NAPE Secretary/Treasurer

David Healey

David Healey, Employee Relations Officer
on behalf of the members of the negotiating team:
Faye Ploughman
Charmaine Zemitis