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Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

CARING HANDS INC.

and

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

EXPIRY: March 31, 2024

THIS AGREEMENT made the 25th day of June Anno Domini, Two Thousand and Twenty;

BETWEEN

CARING HANDS INC.

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:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose	1
2	Recognition	1
3	Management Rights	1
4	Interpretation and Definitions	1
5	Union Security	3
6	No Discrimination	4
7	Sexual and Personal Harassment	4
8	Grievance Procedure	5
9	Arbitration	6
10	Labour Management/Occupational Health Committee	8
11	Severe Weather Conditions	8
12	Probation, Discipline and Personnel File	9
13	Seniority	11
14	Promotions and Staff Changes	12
15	Hours of Work	12
16	Overtime	16
17	Holidays	18
18	Vacation	19
19	Sick Leave, Family Responsibility, Other	20
20	Leave - Other	22
21	Payment of Wages & Allowances	26
22	Strikes and Lockouts	27
23	Termination and Layoff	27
24	Health and Safety	28
25	Duration	29
	Schedule A - Classification and Wages	31
	Letter of Understanding - Medical Insurance	32
	Letter of Understanding - Developmental Support Worker	33
	Letter of Understanding - Travel	34
	Letter of Understanding - Education	35

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 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 shall 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.

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) "Agreement" means this agreement and any schedules annexed hereto.

- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 2.
- (c) "Client" means any person or persons to which the Employer provides a service.
- (d) "Day" means a calendar day, 00:01 hours to 24:00 hours, unless otherwise stipulated in this Agreement.
- (e) "District(s)" indicates the community(s) in which the employee chooses to work.
- (f) "Employee or Employees" means any person employed in a position which falls within the bargaining unit.
- (g) "Employer" means Caring Hands Inc. and includes any person authorized by the owner/operator to act on its behalf.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (i) "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.
- (j) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (k) "Vacancy" means any position that the Employer requires to be filled which consists of twenty-five (25) hours or more per week for an anticipated duration of at least sixteen (16) weeks or more.
- (l) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (m) "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 Employer shall provide to the Union, a list in a secured electronic format compatible with Microsoft Excel, which shows the employee's full name, Social Insurance Number, mailing address, phone numbers, classification and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5:03 Shop Stewards

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

5.04 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.

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

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 a meeting of the owner/operator within seven (7) calendar days after the conclusion of Step 1, or where no decision was rendered, within seven (7) days after the expiry of the time for doing so. The meeting shall take place within ten (10) days after receipt of the grievance at Step 2. 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

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. 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 (i) Time Limits

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

* (ii) Excluded Days

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

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

In the event that a grievance is not satisfactorily resolved at the conclusion of Step 2 or Step 3 of Clause 8:02, the grieving party may by written notice

to the other party given within twenty (20) days of the Step 2 meeting or where no meeting was held within twenty (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 thirty (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 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 (½) of the fees and expenses of the arbitrator.

9.05 (i) Amending of Time Limits

The time limits specified for both Grievance and Arbitration Procedure may be extended by mutual agreement of the parties.

* (ii) 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.

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 representative selected or appointed by the Union. Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 SEVERE WEATHER CONDITIONS

11.01 (a) During severe weather conditions or a declared state of emergency, the Employer shall determine whether or not operations will be suspended in a particular area or community.

Should a state of emergency or a suspension of operations occur, employees shall suffer no loss of pay nor shall he/she be required to make up, in any way, for the time lost due to not reporting to work.

(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 12 PROBATION, DISCIPLINE AND PERSONNEL FILE

12:01 Probationary Period

The probationary period shall be the lesser of six (6) calendar months or four hundred and eighty (480) working hours from the date of 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 twelve (12) 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 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 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 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, or privately on social media such as Facebook;
- (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, social media, 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 twenty-four (24) 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 PROMOTIONS AND STAFF CHANGES

14:01 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.

14.02 Procedures for Filling Vacancies

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 HOURS OF WORK

15.01 Prediction of Services

(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) Maximizing Hours

* (i) Subject to Clause 15:01 (b)(ii), 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 and 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.

* (ii) 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 change either the District(s) or the number of hours at any time by giving the Employer two (2) weeks' advance notice, in writing. 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/Third Party/Employee Incompatibility

(i) The parties acknowledge that client needs and/or preferences may impact staffing actions.

* (ii) Incompatibility

Subject to 15.01 (b) (ii), 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.

* (iii) Incompatibility Third Party

Subject to 15:01 (b) (ii), 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.

- (iv) 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) Loss of Hours/Employment

In the event an employee suffers a partial or total reduction in hours due an 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.

15.02 Scheduling of Work

(a) Employee Schedule

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) 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.

(c) 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.

* (d) 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 off are arranged by mutual agreement between the employee and the Employer.

(e) Change of Shifts

Employees may be permitted to change shifts with another employee provided that it is approved by the immediate supervisor.

(f) Consecutive Hours Off

The Employer shall provide eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period.

(g) Consecutive Hours of Work

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) Minimum Shift

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) Cancelled Shift

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) 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.

(k) Standby Pay

An employee who is required to be available for duty on standby on the weekend shall be paid fifty (\$50) dollars for each full weekend of standby duty. It is understood that a weekend normally includes the period from 5:00 p.m. Friday to 8:00 a.m. Monday but may include an extra day if a day designated as a holiday immediately precedes or follows the weekend.

15:03 * Rest Periods

The Employer recognizes the employee's 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 * (a) All hours worked by an employee in excess of twelve (12) hours in any unbroken twenty-four (24) hour period or in excess of forty (40) hours per week, 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.

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.

- (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.

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

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.

16.04 Double Shift

An employee shall not be required to work a double (2) shift without his/her consent.

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

16.06 Calculating of Overtime Rates

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

ARTICLE 17 HOLIDAYS

17.01 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 17.01 (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 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 Clause 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 Year's

- * (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 unless otherwise mutually agreed between the employee and the Employer.
- * (b) The Employer agrees that employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Year's of one year shall have New Year's off the following year unless otherwise mutually agreed between the employee and her immediate supervisor.
- * (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.

ARTICLE 18 VACATION

18.01 Vacation Pay

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) Each year 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) Each year after ten (10) calendar years of service - at the rate of eight (8%) percent of all regular hours paid.

18.02 Payment of Vacation Pay

- (a) The vacation year is from January 1st to December 31st.
- (b) Each vacation year, the employee shall have the option of having her vacation pay included on her regular bi-weekly pay cheque if requested by them, or upon hiring of new employees. Employees who elect to receive their vacation pay on their cheques in any vacation year must inform the Employer of this election no later than December 15th of the previous year. This election, once made, cannot be changed within the vacation year.
- (c) Banked vacation pay will be paid as regular part of the bi-weekly payroll during the scheduled vacation leave period. 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.

18.03 Vacation Leave

- * (a) (i) Subject to Clause 18.02, the Employer will make all reasonable efforts to grant employees leave based on their accumulated entitlement 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.

- * (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 given to employees with the greatest length of service.

ARTICLE 19 SICK LEAVE, FAMILY RESPONSIBILITY, OTHER

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, quarantined, medical appointments or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Sick Leave

- (a) Employees who have completed one year of service and have worked a minimum of four hundred (400) hours and less than one thousand (1000) hours in the previous year, shall be eligible for sixteen (16) hours of paid sick leave for each calendar year.
- (b) Employees who have completed one (1) year of service and have worked a minimum of one thousand (1000) hours in the previous year, shall be eligible for twenty-five (25) hours of paid sick leave for each calendar year.
- (c) Paid sick leave is for use within the current calendar year and is not cumulative.

19.03 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 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 19.03 (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.

19.04 Notification

- (a) The employee shall inform her immediate supervisor as soon as possible of her inability to report to work because of illness, 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 six (6) 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) Any medical related notes or forms required by the Employer that have associated costs, shall be paid for by the Employer.

19:05 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.

ARTICLE 20 LEAVE - OTHER

20.01 Leave for Negotiations

Where operational requirements permit and provided at least fourteen (14) days' written notice has been provided to the Employer in advance, leave without pay and without loss of seniority shall be granted to the Negotiating Committee while attending negotiations with the Employer. This leave will be contingent on operational requirements.

20.02 Leave Without Pay for Union Business

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

- (b) Where operational requirements permit and 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.

20.03 Bereavement Leave

- * (a) (i) Immediate Family Entitlement

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.

*

(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 purposes 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.

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

(b) Leave to Attend Funeral

Employees are entitled to one (1) day 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 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.

20.04 Maternity Leave and Parental Leave

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

(b) An employee who is pregnant shall be entitled, upon application, to maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The employee shall give the Employer at least two (2) weeks notice of the date the leave

is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.

- (c) (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) in total.
- (e) The employee shall give at least four (4) weeks 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 Clause 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.

20.05 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 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.

20.06 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.

20.07 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances.

20.08 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. The employee shall provide a minimum of fourteen (14) days' written notice of the date of such examination.

20.09 Extended Unpaid Leave

Upon written request, an employee who has completed two (2) years of service may be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks.

It is further understood that on the employee's return, there is a high probability that she may not return to her former position and the number of hours worked before the extended leave was approved.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.01 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 within three (3) 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.

21.02 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.

21.03 Transportation Allowance

- (a) Where appropriate, employees shall be provided upon request with a T2200 Declaration of Conditions of Employment form.
- (b) 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:

Effective Date
Date of Signing

Rate
35¢ per km.

- (c) 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.
- (d) Employees utilizing a client's vehicle, at the request of the Employer, shall be provided with proof of insurance coverage for that employee.
- (e) Mileage claims shall be submitted with time sheets and shall be paid within two (2) weeks after they have been submitted.

ARTICLE 22 STRIKES AND LOCKOUTS

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

ARTICLE 23 TERMINATION AND LAYOFF

23.01 Notice of Termination

- (a) 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 and/or overtime.

23.02 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.

ARTICLE 24 HEALTH AND SAFETY

24:01 Workers' Compensation

- (a) Eligible employees, as defined by the legislation, shall be covered by the *Workplace Health, Safety and Compensation Act*. Employees must report all injuries in accordance with 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.

24.02 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.

24.03 * 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. 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.

24.04 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 date of hire.

24.05 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.

24.06 Client Medical History

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

24.07 Employee Safety

- * (a) 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 and Safety Committee. Where the Employer determines that an employee may be at risk in attending to her duties, the Employer shall notify the employee of the risk and take all reasonable and appropriate 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 polices and procedures to deal with unexpected and emergency situations in the client's home.

24.08 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.

ARTICLE 25 DURATION

25.01 * This Agreement shall remain in full force and effect from the date of ratification/signing, up to and including March 31, 2024.

25:02 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.

25:03 * 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

Classifications

Home Support Worker

Supervised Access Workers

Respite Worker

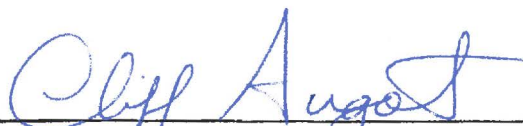
Wages

<u>Classifications</u>	<u>Apr 1, 2020</u>	<u>Apr 1, 2021</u>	<u>Apr 1, 2022</u>	<u>Apr 1, 2023</u>
Home Support	\$16.70	\$16.85	\$16.95	\$17.05
Supervised Access	\$16.70	\$16.85	\$16.95	\$17.05
Respite Worker	\$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.



Signed on behalf of Caring Hands Inc.



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

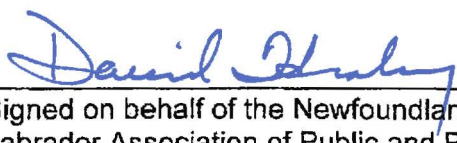
June 21/20
Date

June 25, 2020
Date

LETTER OF UNDERSTANDING
DEVELOPMENTAL SUPPORT WORKER

The Employer shall, in conjunction with the applicable health authority, reassess 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.


Signed on behalf of Caring Hands Inc.


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

June 21 / 20
Date

June 25, 2020
Date

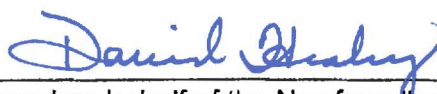
LETTER OF UNDERSTANDING

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.



Signed on behalf of Caring Hands Inc.



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

June 21/20

Date

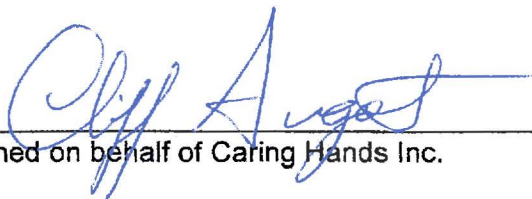
June 25, 2020

Date

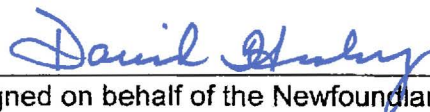
LETTER OF UNDERSTANDING

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 stakeholders to explore avenues to meet the new requirements.



Signed on behalf of Caring Hands Inc.



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

June 21/20

Date

June 25, 2020

Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 25th day of June, 2020

SIGNED ON BEHALF OF CARING HANDS INC. in the presence of the witness hereto subscribing:

Cliff Augat
Brenda Augat

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

Neil Curran
Witness

Trevor King
Trevor King, NAPE Secretary/Treasurer

David Healey
David Healey, NAPE Employee Relations Officer
on behalf of the members of the Negotiating Team:
Sandra Mullins
Janice Pierce