



**HOME CARE (GROUP OF 19)  
COLLECTIVE AGREEMENT**

between

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

and

**A Better Living Home Care Ltd.  
All Care Home Support Ltd.  
Bettercare Home Care  
Comfort Homecare Inc.  
Compassion HomeCare Inc.  
Exploits Homecare Agency  
Helping Hands Homecare Services Ltd.  
Horwood's Home & Community Support Services Inc.  
In Home Health Care Services Ltd.  
Loving Hands Home Care Services Ltd.  
Maximum Home Support Service Inc.  
Notre Dame Compassionate Care Inc.  
Provincial Home Care Central  
Provincial Home Care  
Quality Home Care Services Inc.  
Rosemore Homecare Services  
Serenity Nursing and Home Support Services  
The Best of Care Ltd.  
Total Care Nursing in the Home Services Ltd.**

Expiry: March 31, 2024

**THIS AGREEMENT** made this 7<sup>th</sup> day of July, Anno Domini, Two Thousand and Twenty;

BETWEEN:

**HOME CARE – GROUP OF 19**

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 Labrador 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 INTERPRETATIONS AND DEFINITIONS

2.01 In this Agreement:

- (a) "Agreement" means this Master Agreement and any schedules annexed hereto.
- (b) "Bargaining Unit" means the bargaining unit as defined in Schedule B.
- (c) "Client" means any person or persons in which the Employer provides a service covered under this agreement.
- (d) "Contacted" means an attempt by the Employer to establish communications with an employee by using the contact information provided to the Employer by the employee.
- \* (e) "Date of Hire" means first day an employee works with the Employer or first day returning to work following loss of seniority as per Article 13:04.
- (f) "Day" means a calendar day, 00:01 hours to 24:00 hours, unless otherwise stipulated in this Agreement.
- (g) "District" means a geographic area, as established by the employer, in which an employee has indicated their willingness to work.
- (h) "Employee or Employees" means any person employed within the Bargaining Unit.
- (i) Employer means the Employer as identified in Schedule "B", and includes any person authorized by the owner/operator to act on its behalf.
- (j) "Grievance" means a complaint, in writing, arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (k) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this agreement.

- (l) "Layoff Notice" means a notice in writing which is delivered by hand or registered mail or delivered via electronic mail with delivery confirmation.
- (m) "Position" means a position with an Employer as defined in Schedule B, not related to a specific client or duties.
- (n) "Standby" means a period of time during which, on the written instructions of the Employer, an Employee is required to be available to immediately report to work.
- (o) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (p) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (q) "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 all the employees in classifications listed in Schedule A of this agreement.

#### 3.02 Inclusions/Exclusions

In the event of a dispute on inclusions or exclusions in the Bargaining Unit the Employer agrees to meet with the union to discuss. Should the parties be unable to agree, the matter may be referred by either party to the Labour Relations Board.

#### 3.03 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.

#### 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 bi-weekly pay of every member of the bargaining unit an amount equal to the regular bi-weekly 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 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 shall include the employee's full name, Social Insurance Number, 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.

5.04 Shop Stewards

The Employer acknowledges the right of the Union, to appoint or elect Shop Stewards on a ratio of 1:20 or part there of. The Union shall notify the Employer, in writing, of the name of the Shop Steward before the Employer shall be required to recognize him/her.

5.05 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 Article 5.05 (a).
- (c) The Employer recognizes the right of employees to be represented by a representative of the Union at any step in the grievance and arbitration procedure.

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, Local President or any other Union representative;
  - (iv) Provide the employee with a Union card provided such cards are provided to the Employer by the Union.

5.07 Bulletin Boards

The Employer shall provide a bulletin board for the use of the Union. The site of the bulletin board will be determined by mutual agreement. It is agreed that such a bulletin board will not be erected in areas normally

frequented by clients. Articles, circulars, memos, etc. dealing with Union business will only be posted on the designated bulletin board.

#### ARTICLE 6 NO DISCRIMINATION

6.01 \* The Employer agrees that there shall be no discrimination in employment as per the current Newfoundland and Labrador Human Rights Act.

*“Discrimination is prohibited in every aspect of employment, including: advertising, applications, interviews, hiring, wages, benefits, conditions of employment, promotion, and dismissal. The Human Rights Act prohibits discrimination on the basis of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion. Employers are also prohibited from discriminating against employees (or potential employees) because of a criminal conviction that is unrelated to the employment, or the fact that an individual’s wages are (or have been) subject to attachment/garnishment, etc.” NL Human Rights Act (2013).*

The Employer agrees, further, that there shall be no discrimination by reason of an employee’s 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 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 (a) Settling of Grievances

An earnest effort shall be made by the Employer and employee to settle complaints/grievances fairly and promptly. Should the employee consider the complaint justified the complaint will move to step one of the grievance procedure.



Step 1

Subject to Article 12:01, an Employee may present a grievance to her Nursing 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 Nursing 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 Director of Services 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 Director of Services 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 Chief Operating Officer 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.

- (b) In situations whereby the Employer doesn't have three (3) levels of Employer representatives, the grievance shall commence at Step 2.

8.03

Policy Grievance

Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Director of Services 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 Director of Services or designate or the Union, as the case may be.

8.04 Group Grievances

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 Director of Services 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 Grievance for Unjust Discharge

Subject to Article 12:01, an Employee claiming that she has been unjustly discharged may submit a grievance directly to the Director of Services 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 Mandatory Time Limits

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 the Article, Saturdays, Sundays and holidays during which the Regional Union Office is closed shall be excluded.

8.09 Grievance Representation

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

8.10 Technical Objections 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 Power of the 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 \* Excluded Dayas

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 Witnesses

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.

ARTICLE 10 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

10.01 \* Labour Management Committee

It is agreed that a Labour-Management Committee will comprise of up to four (4) but no less than two (2) from both the Bargaining Unit and Employer representatives from each Regional Health Authority in which the Employer operates. The members of the committee will be generated from the offices that the agency operates within each Regional Health Authority. This committee 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.

- \* (c) Union representatives who attend meetings of the Labour Management Committee will be compensated for any hours of

work missed as a result of such attendance that cannot be rescheduled within the given pay period.

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 applicable regulations thereto. Recognizing its responsibilities under the Act, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, up to two (2) Bargaining Unit representatives selected or appointed by the Union. Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 SEVERE WEATHER CONDITIONS

- 11.01 (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 employees shall be required to travel on Employers business outside their district during severe weather conditions or declared state of emergency. Accommodation or alternate travel shall be provided by the Employer where prior approval is granted when an employee is unable to continue due to the above conditions.
- \* (c) Employees who are unable to travel to work due to 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 Probation - Probationary Period

Employees shall serve a probationary period of four hundred and eighty

(480) working hours or twelve (12) months, whichever is sooner. 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, as determined by the Employer. 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.

12.02

Discipline

(a) Notification

The Employer has the right to discipline and discharge Employees for just cause. Where the Employer is considering taking any form of 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.

In calculating the time limits set out in this Article, Saturdays, Sundays and paid holidays listed in this Collective Agreement shall be excluded.

(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

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. The Employer shall take all reasonable efforts to conclude the investigation within a one (1) week period.

In the event that the Employer is unable to complete its

investigation within the above time frame, the Union and the Employer shall meet to discuss amending the investigation timeline and award appropriate compensation to the suspended employee.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged by the employer, 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) Liability Indemnity for Legal Fees

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an Employee in the course of 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.

12.03 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. Employees may be accompanied by a representative of the Union when inspecting his/her file, if they choose.
- (b) In the event that an Employee is disciplined, the records pertaining to such discipline shall be removed from the personnel file of the Employee fifteen (15) 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 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 13.01 (c) and Clause 13.04, seniority ranking for all employees shall be determined by the employee's date of hire with the employer.
- (b) Seniority shall operate on a Bargaining Unit wide basis, it is understood that seniority cannot be transferred between Employers.
- \* (c) For Employers previously using seniority based on accumulated hours of work, date of hire ranking shall commence upon signing of this agreement for all new hires. Existing seniority lists using hours of work, shall be preserved and such ranking will remain unchanged with new hires being placed according to their date of hire on a go forward 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 13.01 (c) and Clause 13.04, the date of hire with the Employer, as well as the preserved list showing hours of work for the applicable Employers.

13.03 Probation for Newly Hired Employees

After the completion of the probationary period as specified in Article 12:01, Employees shall be credited with seniority effective from his/her date of hire with the employer.

13.04 Loss of Seniority

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

- (a) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) resigns in writing (including electronic media such as email);
- \* (c) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered



via electronic mail with delivery confirmation, except when such failure is caused by sickness of employee or immediate family member verified by a medical certificate or by other reason satisfactory to the Employer. It shall be the responsibility of the Employee to accept such correspondence and to keep the Employer informed, in writing, of her current address, telephone number and email;

- (d) is laid off or in a position outside of the Bargaining Unit 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 her consent. If an employee is transferred to a position outside the bargaining unit, her seniority 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 Transfers

Subject to Article 15:02, employees who wish to be considered for re-assignment/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 Nature of Work

- (a) Recognizing the particular and unique needs of clients and that the very nature of this work dictates that such services cannot always be predicted in advance, the parties agree that the work schedule for employees may be arranged on a flexible basis in the interest of client care and/or efficiency of the Employer's operation. Nothing in this Agreement shall be construed as a guarantee of minimum hours of work per day or per week.

(b) (i) Incompatibility

\* 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 15:01 (b) (i), in situations where compatibility 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 change either the

district(s) or the number of hours at any time by giving the Employer, in writing, two (2) weeks advance notice.

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 required to accept such hours. An Employee who refuses such hours shall be subject to progressive discipline. Following such refusal, the Employer shall not be required to offer additional hours to the employee until the employee updates their availability form.

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 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 mutually agreed. Weekends 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 employee and Employer. The Employer will make every reasonable effort to accommodate an 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 Change of Shifts

Upon request by an employee, employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the immediate supervisor, and the shift change occurs within the same pay period. Such a change will not be subject to overtime.

15.11 \* Consecutive Hours of Work

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

15.12 Minimum Shift Duration

Unless mutually agreed between the employee and the Employer, employees are not required to accept a shift of less than three (3) hours, with the exception of staff meetings, attendance at investigations and training.

15.13 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, provided a replacement shift is not immediately available and provided the employee notifies his/her supervisor immediately of such a situation.

15.14 Schedule Availability

Where possible, schedules will be available to Employees one (1) week in advance, based on Employers policy. Schedules are subject to change based on client needs and the availability of Employees.

15.15 Loss of Hours/Employment

In the event an employee suffers a partial or total reduction in hours due to client 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 the Recall List relative to her seniority and offered hours to replace those lost due to the above events.

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

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 \* Report Writing

If Employees are required to complete a compensable written report after a shift has ended, the employee will be compensated in an amount equal to one half (1/2) hour pay at the employees regular rate of pay for each report. Such monies will not be included in calculation of overtime or seniority. Reports must be completed in a manner acceptable to the funding agency.

15:21 \* 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 time worked by an Employee 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) 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

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 Double Shift/Overtime

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. An employee shall not be required to work a double (2) shift or overtime without his or her consent except under emergency circumstances, in such emergency situations the Employer will not adjust the employees schedule to avoid overtime relating to this shift. For the purpose of this Clause, a shift consists of

eight (8) consecutive hours.

- 16.05 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 six (6) months of being earned shall be paid out at the appropriate overtime rate.
- 16.06 (a) In situations where an employee is scheduled for a shift of twelve (12) hours or more and her scheduled shift is extended more than one (1) hour passed the end of her shift, the employee shall be reimbursed ten dollars (\$10.00) for a meal allowance.
- (b) All time worked by an employee in excess of twelve (12) consecutive hours shall be considered overtime, unless mutually agreed. At no point shall an employee be scheduled in excess of sixteen (16) hours in a twenty-four (24) hours period.

## ARTICLE 17 HOLIDAYS

- 17.01 (a) Paid Holidays

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 paid 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 paid holiday identified in Clause 17:01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the scheduled shift prior to and after the paid holiday shall receive a prorated days' 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 regular calculated days 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 mutually agreed between the employee and Employer.
- (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 Nov 1<sup>st</sup>. Whenever possible employees shall not request both Christmas and New Year's off during the same holiday season.

### ARTICLE 18 VACATION LEAVE

#### 18.01 Vacation Rates

An employee shall be entitled to vacation pay as follows:

- (a) Employees with less than five (5) calendar years of service at a rate of four percent (4%) of all regular hours paid.
- (b) After the completion of five (5) calendar years of service but less than ten (10) calendar years of service, six percent (6%) of all regular hours paid.
- (c) After the completion of ten (10) calendar years of service, eight



percent (8%) of all regular hours paid.

- Bettercare Home Care see Transitional Appendix "C"

18.02 Vacation Pay

- (a) Effective April 1, 2015, the vacation year is from April 1 to March 31. Any Employer who previously used a January to December vacation year shall make the necessary adjustments for this transition. Employees shall suffer no loss of salary or benefits on account of this change.

\* Note: All Care Home Support Ltd., The Best of care and In Home Health Care Services Ltd. must make the necessary adjustments for this transition.

(b) Vacation and Vacation Leave

By March 15<sup>th</sup> and/or September 15<sup>th</sup> of each year, each employee, who has completed his/her probationary period, shall elect, in writing, to receive either vacation pay each pay day on his/her regular pay or elect to receive vacation leave with pay. Those employees who elect to receive vacation leave, they will have their leave calculated based on a percentage (as per Article 18.01) of all hours paid. New employees shall make the election, upon completion of their probationary period, for the year in which they were hired. Once the election is made by the employee, it cannot be changed until the next March 15<sup>th</sup> or September 15<sup>th</sup>; if no selection is made, employees shall receive vacation leave. Probationary employees shall be paid their vacation pay each pay day.

- (c) Banked vacation pay will be paid on a separate cheque at the commencement of the employee's scheduled vacation leave. Any vacation pay that is not paid out during the vacation year in which it is earned may be carried forward to a maximum of one (1) year's entitlement. Any vacation pay entitlement that cannot be carried forward will be paid out at the end of the vacation year.

- 18.03 \* (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' 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 15<sup>th</sup>. 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 15<sup>th</sup>.

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

## ARTICLE 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, disabled, quarantined or because of an injury for which compensation is not payable under the Workers' Compensation Act.

When provided with advanced notice, the Employer will attempt to adjust employees schedule to allow employees to attend medical appointments without loss of pay.

### 19.02 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 31<sup>st</sup>.

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

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

- Horwood's Home and Community Support Services Inc. (See Transitional Appendix "F").

- Your Home Care (See Transitional Appendix "J").

19.03 Notification

- (a) The Employee shall provide her immediate supervisor a minimum of four (4) hours notice if she is unable to report to work because of illness or injury. In the event that illness or injury occurs less than 4 hours prior to the start of shift, employee will provide employer with as much notice as possible.
- (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 purposes 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 forms required by the Employer, detailing functional abilities or limitations, that have associated costs, shall be paid for by the Employer.

19.04 Injury on Duty

In accordance with the Workplace Health, Safety and Compensation Act and Regulations, 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 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 for up to (3) members of 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. The period of leave of absence may be renewed if request is received in writing thirty (30) days prior to the renewal and provided the Employer agrees. 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.

21.03

Bereavement Leave

- (a) (i) If a death occurs in the immediate family of an Employee, the Employee shall be granted three (3) working days leave with pay to a maximum of twenty one (21) hours with the leave being accessed within seven (7) calendar days of the death. Employer reserves the right to request proof of death.

\* In the event of a delayed internment, entitlement can be reserved to be accessed to correspond with the internment.

- \* (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 (1) one extra unpaid day for the purposes of travel.

(iii) Definitions of Immediate Family

Immediate family is defined as the 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 one (1) day bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew. Requests for such leave shall be given forty-eight (48) hours in advance where possible.

(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 seventeen (17) weeks prior to the expected date of birth. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.
- (c) (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 written 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 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 position, subject to the availability of work, and with no loss of seniority.
- (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.

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 position, 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 Witness or Jury Selection Leave

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

21.07 General Leave

Upon written request the Employer may, at 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 Education Leave

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

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Wages

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

- \* (b) The Employer shall develop and maintain a position description for each bargaining unit position as defined under Schedule "A". A copy of job descriptions will be provided to the Union within three (3) months of 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 Availability of Salary

- (a) (i) Employees shall receive their salary payments bi-weekly. Overtime pay shall be included in the regular pay cheques for the pay period in which the 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.
- (ii) Employees shall receive their wages on a bi-weekly basis through a delivery method to be determined by the employer.
- (b) Employees are responsible to ensure the accurate completion of time sheets by submitting their hours via time sheet or other method acceptable to the Employer within time frames established by the Employer. Time sheets will not be signed in advance by the client or employee. Time sheets not submitted within the required time frames may delay an employee's pay.
- (c) 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.

22.03 Travel

- (a) Current practice shall be maintained until January 31, 2017 (See MOU - Travel).
- (b) Employees shall be provided, upon request, with a T2200 Declaration of Conditions of Employment form.

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

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.

Upon termination, employees shall be paid out the balance of any bank vacation and/or overtime on their next scheduled pay period.

##### 24.02 Recall

(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 and Union informed of her current address, telephone number and email.

##### 24.03 Definition of Layoff

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

#### ARTICLE 25 HEALTH AND SAFETY

##### 25.01 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 covered under the Workplace Health, Safety and Compensation Act return to her former position, 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)
  - (i) 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.
  - (ii) Employees on modified duties or easeback shall earn the benefits of this Agreement, including seniority, based on the number of hours worked.

25.02 Protective Clothing

Where gloves or other protective clothing is required for a client's personal care, such items will be provided at no cost to the Employee.

25.03 First Aid

An employee is responsible to have or to obtain first aid certification upon employment. The Employer shall pay for enrollment and required materials fee for First Aid re-certification for employees with more than two (2) years of service. Employer reserves the right to choose the course provider. If an Employee fails to complete the scheduled course the Employee Will be responsible to obtain re-certification at her own expense. The Employers shall endeavor to coordinate a time acceptable to the employee to attend a course.

25.04 Vaccinations

The employer shall pay the cost of any Employer required post hire vaccinations for employees.

25.05 Client Medical History

Where permitted and appropriate the Employer agrees to provide staff with a client's relevant case history related to communicable diseases and/or behavioral concerns.

25.06 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 & 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 mitigate such risk. 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 home.

25.07 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.

ARTICLE 26 DURATION

26:01 \* This Agreement shall be in full force and effect from the date of signing up to and including March 31, 2024.

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 of 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 - CLASSIFICATION AND WAGES \***

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

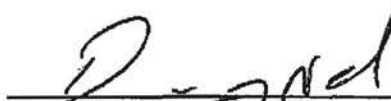
- Client/agency specific classifications and wage differential see Transitional appendix "A"

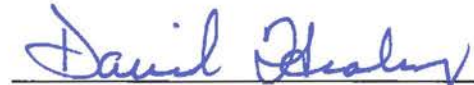
**SCHEDULE B - EMPLOYERS/BARGAINING UNITS**

A Better Living Home Care Ltd.  
\* All Care Home Support Ltd.  
Bettercare Home Care  
Comfort Homecare Inc.  
Compassion HomeCare Inc.  
Exploits Homecare Agency  
Helping Hands Homecare Services Ltd.  
Horwood's Home & Community Support Services Inc.  
\* In Home Health Care Services Ltd.  
Loving Hands Home Care Services Ltd.  
Maximum Home Support Service Inc.  
Notre Dame Compassionate Care Inc.  
Provincial Home Care Central  
Provincial Home Care  
Quality Home Care Services Inc.  
Rosemore Homecare Services  
Serenity Nursing and Home Support Services  
\* The Best of Care Ltd.  
Total Care Nursing in the Home Services Ltd.

**MEMORANDUM 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 Agreements.

  
Signed on behalf of the Group of 19

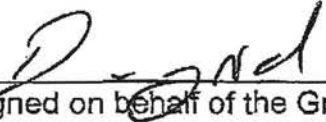
  
Signed on behalf of the Newfoundland  
& Labrador Association of Public &  
Private Employees


**MEMORANDUM OF UNDERSTANDING**

**TRAVEL**

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

Selection of Committee members shall be provided by the Employer and the Union within three (3) months of the signing of this Agreement.

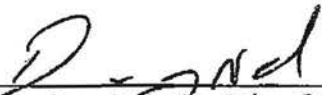
  
Signed on behalf of the Group of 19


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

**MEMORANDUM 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 the Group of 19

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



**TRANSITIONAL APPENDICES**

The following are aspects of previous Agreements that shall be preserved until they are amended or modified by mutual agreement or replaced by a new Collective Agreement.

It is understood that where the provisions contained in the transition appendix conflict with terms and conditions of the existing Collective Agreement, the Transitional Appendix shall apply.

It is understood that all transitional appendices apply to all employees covered by this Agreement as of signing of this document. All new hires after the date of signing shall be covered by this Agreement but not the transitional appendix.

**Travel**

Travel transitional appendices will remain in effect until new MOU is implemented.

**Transitional Appendix "A"**

<u>Classification</u>	<u>Client/Agency Specific</u>	<u>Differential/Hr</u>
Home Support Worker - Client Specific	Comfort	\$0.83
Home Support Worker - Client Specific	Comfort	\$1.00
Home Support Worker - Client Specific	Compassion	\$1.00
Home Support Worker - Client Specific	Exploits	\$1.75
Home Support Worker - Client Specific	Helping Hands	\$2.42
Home Support Worker - Client Specific	Horwoods	\$1.33
Home Support Worker - Client Specific	Loving Hands	\$0.36
Home Support Worker - Client Specific	Provincial	\$1.00
Home Support Worker - Client Specific	Total Care	\$1.00

- Any classifications covered by this Collective Agreement but not captured above shall have their differential maintained for the duration of the Agreement.

**Transitional Appendix “B” – A Better Living Home Care Ltd.**

**Medical / Dental Plan**

The Employer shall maintain a 50/50 cost-shared medical/dental plan for the members of the bargaining unit. Participation in this plan is optional for each employee.

In the event that rates increase the parties agree to meet to discuss alternate options if applicable.

**Transitional Appendix "C" - Bettercare Home Care**

Vacation Leave

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 six percent (6%) of all regular hours paid.
- (b) After the completion of five (5) calendar years of service at the rate of eight percent (8%) of all regular hours paid.

Travel

It is understood between the parties that no employee shall be required to use their vehicle for the purpose of transporting clients or for the purpose of running errands on behalf of a client.

**Transitional Appendix “D” – Exploits Home Care Agency**

Travel

- (i) 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>
2012 07 01	35¢ per km.

- (ii) 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.

Medical / Dental Plan

The Employer shall maintain a 50/50 cost-shared medical plan for the members of the bargaining unit. Dental portion of the plan shall be paid 100% by employees. Participation in this plan is optional for each employee.

In the event that rates increase the parties agree to meet to discuss alternate options if applicable.

**Transitional Appendix “E” – Helping Hands Home Care Services Ltd.**

**Medical / Dental Plan**

The Employer shall maintain a 50/50 cost-shared medical/dental plan for the members of the bargaining unit. Participation in this plan is optional for each employee.

In the event that rates increase the parties agree to meet to discuss alternate options if applicable.

**Transitional Appendix “F” – Horwood’s Home and Community Support Services Inc.**

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 three (3) percent of hours worked in the previous calendar year to a maximum of 60 hours entitlement. New hires who have completed one (1) year of service shall become eligible after working 1000 hours in the previous 12 months and will have the hours calculated on a prorated basis from date of hire to December 31<sup>st</sup>.

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

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

Travel

(i) Transportation Allowance

When an employee is required to use his/her vehicle on approved Employer business, the employee shall be reimbursed at the rate of thirty-five cents (.35¢) per kilometer.

(ii) Business Insurance Differential

Employer agreed to pay, up to a maximum of one hundred dollars (\$100), with receipts and upon completion of probationary period.

(iii) Mileage claims shall be submitted with time sheets and shall be paid in the corresponding pay period.

**Transitional Appendix "G" – Loving Hands Home Care Services Ltd.**

Travel

When, in the course of her duty, an employee is required to travel on the Employer's business, approved by the Employer, the employee shall be paid for travel at the rate of thirty -one and one-half (31.5) cents per kilometer. It is understood that such travel allowance applies to all unscheduled shifts of the day unless otherwise mutually agreed by the employee and the Employer.



**Transitional Appendix "H" – Maximum Home Support Services Inc.**

Travel

When, in the course of his/her duty, an employee is required to travel on the Employer's business as required by the Employer, the employee shall be reimbursed at the rate of thirty-one and one half (31.5) cents per kilometer for all kilometers in which Maximum Home Support Services Agency receives reimbursement from the Department of Health and Community Services. The rate shall be adjusted according to the Department of Health and Community Services.

**Transitional Appendix "I" – Rosemore Homecare Services**

Travel

- (a) When, in the course of his/her duty, an employee is required to travel on Employer's business as required by the Employer, the employee shall be reimbursed at the rate of fifteen cents (15¢) per kilometer for all kilometers in which Rosemore Home Care Agency receives reimbursement from the Department of Health and Community Services. The rate shall be adjusted according to the Department of Health and Community Services rates.

**Transitional Appendix “J” – Provincial Homecare Central Ltd. Re. Your Home Care Services Ltd.**

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 three (3) percent of hours worked in the previous calendar year to a maximum of 60 hours entitlement. New hires who have completed one (1) year of service shall become eligible after working 1000 hours in the previous 12 months and will have the hours calculated on a prorated basis from date of hire to December 31<sup>st</sup>.

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

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

It is recognized that any sick leave previously accumulated shall be maintained at the level achieved upon signing of this agreement. No further accumulation shall occur. Such accumulated banks shall only be accessed when the above entitlement has been exhausted for a calendar year.

Travel

When, in the course of his/her duty, an employee is required to travel on the Employer's business as required by the Employer, the employee shall be reimbursed at the rate of thirty-one and one half (31.5) cents per kilometer for all kilometers traveled above ten (10) kilometers per day. It is understood that such travel allowance applies only to travel between clients and will not be paid for travel from the employee's home to the employee's first client of the day and from the last client of the day to the employee's home.

**THIS MEMORANDUM OF AGREEMENT** made at the city of St. John's, in the Province of Newfoundland and Labrador, this 5<sup>th</sup> day of July 2017.

**BETWEEN:**

**PROVINCIAL HOMECARE CENTRAL LTD.**

(hereinafter referred to as "Provincial")

**AND:**

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

(hereinafter referred to as "NAPE")

**WHEREAS:**

1. NAPE is a trade union within the meaning of the Labour Relations Act, RSNL 1990, c.L-1, as amended (the "Act"), and is the bargaining agent for a unit of employees of Your Homecare Services Ltd. ("YHS") engaged in the provision of home support services.
2. NAPE is also the bargaining agent for a unit of Provincial's employees engaged in the provision of home support services.
3. NAPE, Provincial and YHS have, together with other home support employers, engaged in collective bargaining and concluded a collective agreement applicable to both bargaining units, albeit with certain differences in its application to the two bargaining units.
4. Provincial has an opportunity to acquire new home support clients that were previously - the clients of YHS.
5. NAPE and Provincial have engaged in good faith discussions and have concluded this Memorandum to provide certainty with respect to how their collective agreement will be applied to certain home support workers who had been employees of YHS but who become employees of Provincial.

NOW THEREFORE this Memorandum witnesses that in consideration of the mutual promises herein and the sum of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party from the other), the parties hereto agree as follows:

## Definitions

1. In this Memorandum:

- (a) "Affected Employee" or "Affected Employees" means a person or persons who either:
  - (i) Immediately before the Transition Period, was employed as a home support worker by YHS and who, during the Transition Period, becomes a home support worker employed by Provincial to provide home support services for an Acquired Client; or,
  - (ii) As of the start of the Transition Period had been granted by YHS and continued to be on Maternity/ Parental/Adoption Leave, Vacation Leave, Sick Leave, Jury Leave, General Leave, Education Leave, or layoff status, pursuant to the provisions of the Collective Agreement.

For clarity, it is agreed that a former employee of YHS who becomes an employee of Provincial in any circumstances other than as set out above is not an Affected Employee and will not be entitled to the benefits of this Memorandum. Further, in the event that a former employee of YHS decides to transfer with their client to another agency or provides home support services to the client on a self-managed basis, they will be deemed to have resigned their position, shall not be an Affected Employee, and shall not be entitled to the benefits of this Memorandum.

- (b) "Acquired Client" means a home support client who, immediately before the Transition Period, was a home support client of YHS and who becomes a home support client of Provincial during the Transition Period.
- (c) "Collective Agreement" means the collective agreement entered into by NAPE and a group of 17 home support employers, including Provincial and YHS, made October 30, 2015 and expiring June 30, 2018.
- (d) "Master Seniority List" means the list setting out the seniority ranking of all Provincial employees, including Affected Employees, established in the manner set out in this Memorandum.
- (e) "New Client" means a person who becomes a home support client of Provincial for the first time during or after the Transition Period and includes an Acquired Client.

- (f) "Preserved Seniority List" means the list setting out the seniority ranking of Affected Employees based on their last date of hire with YHS.
- (g) "Transition Period" means the period commencing on May 28, 2017 and ending on June 10, 2017, both dates inclusive.

### **Purpose and Effect of Memorandum**

- 2. The purpose and effect of this Memorandum is to integrate Affected Employees into the bargaining unit of Provincial employees represented by NAPE and to confirm how the Collective Agreement will be applied to them.
- 3. This Memorandum constitutes an amendment of the Collective Agreement as it applies to Affected Employees and as it may apply to other Provincial employees as a result of the integration of Affected Employees into Provincial's bargaining unit.
- 4. Except as may be expressly set out in this Memorandum, nothing in this Memorandum affects the application of the Collective Agreement to employees of Provincial who are not Affected Employees.
- 5. The provisions of this Memorandum only pertain to work performed by an Affected Employee for an Acquired Client and, except as may be expressly set out in this Memorandum, the benefits of this Memorandum do not apply to work performed by an Affected Employee for any other client of Provincial.

### **Terms and Conditions of Integration**

#### Seniority

- 6. Affected Employees will be placed on the Master Seniority List below those workers who were already employed by Provincial and on its seniority list as of the date of this Memorandum. For each Affected Employee, the Master Seniority List will reflect the date of this Memorandum as their last date of hire. Any employees subsequently hired by Provincial will have a seniority ranking below Affected Employees as determined in accordance with Article 13.01(a) of the Collective Agreement.
- 7. Provincial shall supply NAPE with a copy of the Master Seniority List and the Preserved Seniority List within 30 days from the end of the Transition Period.
- 8. Where an employee's seniority ranking is relevant to the application of the Collective Agreement, the following rules shall apply:
  - (a) With respect to the assignment of hours of work with an Acquired Client, Provincial will determine seniority by referring to and applying the

Preserved Seniority List. In the event that this list is exhausted, Provincial will then refer to and apply the Master Seniority List.

- (b) For all other purposes, Provincial will determine seniority by referring to and applying the Master Seniority List.
- (c) Where it is necessary to determine the relative seniority ranking between or among two or more Affected Employees, Provincial will refer to and apply the Preserved Seniority List.
- (d) Where an Affected Employee loses his or her seniority and service and employment is deemed to be terminated pursuant to Article 13:04 of the Collective Agreement, he or she will lose the benefits of this Memorandum, which will not be available upon any subsequent rehiring by Provincial.

#### Vacation Time and Vacation Pay

- 9. Affected Employees shall be paid out any vacation, and/or banked time, which they have accumulated while in the employment of YHS.

#### Sick Leave Entitlement

- 10. An Affected Employee having any outstanding accumulated banked sick leave with YHS will have that banked sick leave transferred to Provincial. Such accumulated banks shall only be accessed when the entitlement under Clause 19.02 of the Collective Agreement has been exhausted and can only be used for hours of work with a New Client offered by Provincial after the transfer.
- 11. Affected Employees who continue to work for an Acquired Client will continue to accrue sick leave at the rate of 3% pursuant to Transitional Appendix "J" of the Collective Agreement, but only in respect of the hours worked for an Acquired Client. Sick leave will accrue at the rate of 2% for any work performed for any and all other clients pursuant to Article 19.02 of the Collective Agreement.

#### Travel

- 12. It is understood and agreed, that in keeping with YHS past practice, Provincial may require its employees to transport clients for community access purposes, in which case they shall be reimbursed pursuant to Transitional Appendix "J" of the Collective Agreement.

#### Team Lead Differential

- 13. Where an Acquired Client is serviced by a team of home support workers with one such worker designated as the Team Lead, the Team Lead shall be entitled to an additional \$1.00 per hour differential.

### **Other Provisions Respecting Transition**

14. Provincial will not be liable for any decisions or violations arising from the interpretation, application or alleged violation of the Collective Agreement by YHS and Provincial shall not be responsible for any outstanding grievances that are currently ongoing.
15. NAPE recognizes a period of ninety (90) days for Provincial to adjust the schedules of Affected Employees to ensure the current working schedules are within the confines of the Collective Agreement.

### **General**

16. NAPE acknowledges and agrees that the provisions of this Memorandum fully and appropriately address the rights and interests of Affected Employees and that it will not make any application to the Newfoundland and Labrador Labour Relations Board pursuant to section 93 of the Act.
17. NAPE acknowledges and agrees that entering into this Memorandum was a material inducement to Provincial agreeing to take on Acquired Clients in a manner that provided continued employment to Affected Employees under terms and conditions that allow them to enjoy benefits not available to other employees of Provincial.
18. This Memorandum constitutes and expresses the whole agreement of the parties hereto with respect to any of the matters or things provided for herein or previously discussed or mentioned with reference to such matters, and any and all other promises, warranties, representations (negligent or otherwise), collateral agreements and understandings, express or implied, not incorporated herein are hereby superseded, terminated and cancelled, and each of the parties hereto releases and forever discharges the others of and from all manner of actions, causes of action, claims, complaints and demands whatsoever, under or in respect of any such promise, warranty, representation, agreement or understanding.
19. In the event of a dispute regarding the interpretation, application or alleged violation of this Memorandum, such dispute shall constitute a grievance to be presented and addressed pursuant to the provisions of the Collective Agreement.



**Transitional Appendix “K” – The Best of Care Ltd.**

**Districts**

- 1 Trepassey, St. Shott's
- 2 Peter's River, St. Stephen's, St. Vincent's, Gaskiers, Port La Haye, St. Mary's Centre, Riverhead, Mall Bay
- 3 St. Joseph's, O'Donnell's, Admiral's Beach, Mount Carmel, St. Catherine's, Mitchel's Brook
- 4 Colinet, North Harbour, Harricott
- 5 Holyrood, Harbour Main

The Employer has the right to add or subdivide Districts.

**Transitional Appendix “L – All Care Home Support Ltd.**

**Districts**

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 7<sup>th</sup> day of July, 2020

ON BEHALF OF HOME CARE – GROUP OF 19:

[Signature]  
A Better Living Home Care Ltd.

Michelle Moege  
WITNESS

[Signature]  
All Care Home Support Ltd.

[Signature]  
WITNESS

[Signature]  
Bettercare Home Care

[Signature]  
WITNESS

Pauline Tucker  
Comfort Home Care

[Signature]  
WITNESS

[Signature]  
Compassion HomeCare Inc.

[Signature]  
WITNESS

Exploits Homecare Agency  
[Signature] /owner

WITNESS  
[Signature] /Manager

[Signature]  
Helping Hands Homecare Services Ltd.

Michelle Moege  
WITNESS

[Signature]  
Horwood's Home & Community Support Services Inc.

[Signature]  
WITNESS

[Signature]  
In Home Health Care Services Ltd.

Michelle Moege  
WITNESS

[Signature]  
Loving Hands Home Care Services Ltd.

David Alward  
WITNESS

[Signature]  
Maximum Home Support Service Inc.

[Signature]  
WITNESS

Elizabeth McKinnon  
Notre Dame Compassionate Care Inc.

[Signature]  
WITNESS

[Signature]  
Provincial Home Care Central

Judy Tremblott  
WITNESS

[Signature]  
Provincial Home Care

Judy Tremblott  
WITNESS

Denise Costello  
Quality Home Care Services Inc.

Murdoch O'Leary  
WITNESS

Leah Bradenick  
Rosemore Homecare Services

A. Chatman  
WITNESS

[Signature]  
Serenity Nursing and Home Support Services

Melissa Penney-Jones  
WITNESS

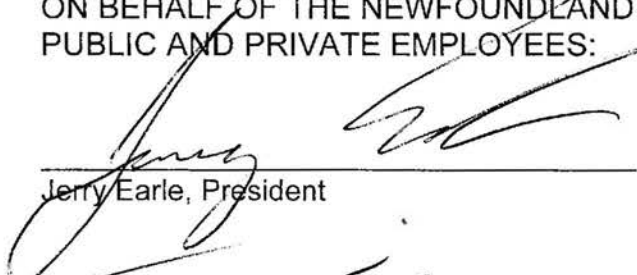
Colleen St. Croix  
The Best of Care Ltd.


Paul Butcher  
WITNESS

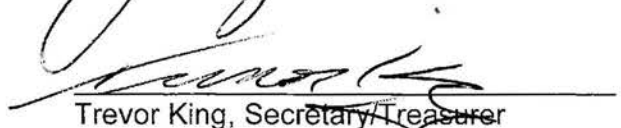
Shelley Fitzpatrick  
Total Care Nursing in the Home Services Ltd.

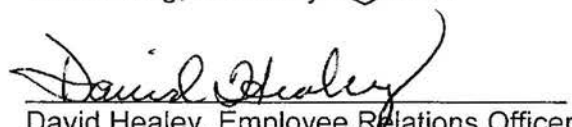
Lulene Trumpton  
WITNESS

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

  
Jerry Earle, President

  
Witness

  
Trevor King, Secretary/Treasurer

  
David Healey, Employee Relations Officer

On behalf of the following members of the Negotiating Team:

Sandra Scott - A Better Living Home Care Ltd.  
Clara Moores - All Care Home Support Ltd.  
Glenys Beesley - Bettercare Home Care  
Marlene Parsons - Comfort Home Care  
Dorothy Antle - Compassion HomeCare Inc.  
Karen Hopkins - Exploits Homecare Agency  
Lucas Tilley - Helping Hands Homecare Services Ltd.  
Brenda Norman - Horwood's Home & Community Support Services Inc.  
Donald Young - In Home Health Care Services Ltd.  
Alice Wells - Loving Hands Home Care Services Ltd.  
Jacqueline Parsons-Shears - Maximum Home Support Service Inc.  
Yvonne Wells - Notre Dame Compassionate Care Inc.  
Selma Maher & Eva Irene Huggins - Provincial Home Care Central  
Shantel Buttress - Provincial Home Care  
Cindy Gladney - Quality Home Care Services Inc.  
Mary M. Kelly - Rosemore Homecare Services  
Darrell Hanlon - Serenity Nursing and Home Support Services  
Kristen Pevie - Total Care Nursing in the Home Services Ltd.  
Janice McDonald-Fleming - The Best of Care Ltd.