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Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

Between

IN HOME HEALTH CARE SERVICES LTD.

And

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

EXPIRY: June 30, 2018

THIS AGREEMENT made this 18 day of December,

Anno Domini, Two Thousand and Fifteen;

BETWEEN:

IN HOME HEALTH CARE SERVICES LTD.

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PURPOSE

1:01 The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment.

ARTICLE 2 * INTERPRETATION AND DEFINITIONS

2:01 * In this Agreement:

- (a) "Agreement" refers to this Collective Agreement and any schedules annexed hereto.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Day" means a calendar day unless otherwise stipulated in this Agreement.
- (d) "Director" means the Director of the Employer.
- (e) "Employee" or "Employees" means any person employed in the bargaining unit referred to in Clause 3:01.
- (f) "Employer" means In Home Health Care Services Ltd.
- (g) "Grievance" means a complaint arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (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) "Layoff notice" means a notice in writing which is delivered by hand or via electronic mail with delivery confirmation.
- (j) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. The maximum number of hours in any one shift shall be twelve (12) hours. The twenty-four (24) hour period may include hours in two (2) calendar days.
- (k) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

(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.

2:02 * 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.

2:03 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 3 RECOGNITION

3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification order issued by the Newfoundland and Labrador Labour Relations Board and dated July 16, 2010.

3:02 Inclusions/Exclusions

Any unresolved dispute on further inclusions or exclusions in the bargaining unit will 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 will not perform duties assigned to employees within the bargaining unit except for the purposes of instruction, experimenting, emergencies or when employees are not readily available, or as may otherwise be mutually agreed by the parties.

3.04 No Other Agreements

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

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 Deductions of Union Dues

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

5:02 Notification of Union Dues

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

5:03 * Remittance of Union Dues

Deductions shall be forwarded to the President of the Union by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The cheque shall be accompanied by a list which shows the employee's full name, social insurance number, mailing address, phone numbers and 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 thereof. The Union shall notify the Employer in writing of the name of the Shop Stewards before the Employer shall be required to recognize him/her.

5:05 Union Leave for Processing Grievance and Complaints

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.

5:06 * 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 her employment are governed by the provisions contained in a Collective Agreement;
 - (ii) as a convenience for the Union and employees, and without any liability on the part of the Employer for its contents, provide the Employee with an information package from among those provided to the Employer by the Union for that purpose, which package will contain a copy of the Collective Agreement, a welcome letter, a card respecting membership in the Union, and contact information for the Shop Steward(s), Local President or any other Union representative that the Union wants the Employee to have.

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 by reason of 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, political opinion, or conviction for an offence that is unrelated to the employment of the person as per the
- Newfoundland and Labrador Human Rights Act, 2010*
- and further agrees 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 Step 1

Subject to Clause 10:01, an employee may present a grievance to the Director, Operations within five (5) days after the circumstances giving rise to the grievance having occurred or within five (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 Administrator shall render a written decision within five (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 referred to a meeting of the Director and a representative of the Union within five (5) days after receiving the decision at Step 1, or where no decision was rendered, within five (5) 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.

8:03 Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Director or the Union, as the case may be, within five (5) days after the circumstances giving rise to the grievance having occurred or within five (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 Clause 8:02.

8:04 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 within five (5) days after the circumstances giving

rise to the grievance having occurred or within five (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 1 of the procedure set out in Clause 8:02.

- 8:05 Subject to Clause 10:01, an employee claiming that she has been unjustly discharged may submit a grievance directly to the Director within five (5) days after the circumstances giving rise to the grievance having occurred or within five (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 Clause 8:02.
- 8:06 Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the Department of Human Resources, Labour and Employment 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 joint submission.
- 8:07 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.
- 8:08 In calculating the time limits set out in this Article, Saturdays, Sundays and paid holidays listed in this Agreement shall be excluded.
- 8:09 An employee may be represented by a full time representative of the Union at any Step of the Grievance Procedure.
- 8:10 No grievance, once properly commenced, shall be defeated or denied by technical objection occasioned by a clerical, typographical or similar technical error.

ARTICLE 9 ARBITRATION

- 9:01 In the event that a grievance is not satisfactorily resolved at the conclusion of Step 2 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 Upon receipt of notice of arbitration pursuant to Clause 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 Minister of Human Resources, Labour and Employment 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 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 Each of the parties shall pay an equal share of the fees and expenses of the Arbitrator.
- 9:05 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.
- 9:06 In calculating the time limits set out in this Article, Saturdays, Sundays and paid holidays listed in this Agreement shall be excluded.
- 9:07 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 PROBATION, DISCIPLINE AND PERSONNEL FILE

10:01 * Probation

Employees shall serve a probation period of four hundred eighty (480) working hours. 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 in its sole discretion. Such dismissal shall not be subject to the grievance procedure or arbitration. An employee's probationary period may be extended by mutual agreement in writing between the employee, the Employer and the Union.

10:02 Discipline

(a) The Employer has the right to discipline and discharge employees for just cause. Where the Employer is considering taking any form of disciplinary action, in writing, against an employee, the Employer shall conduct its investigation in an expeditious manner. Subject to an agreement between the Union and Employer extending the time in which to do so, the Employer shall notify the employee of any disciplinary action within seven (7) days following the completion of its investigation.

* (b) 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.

10:03 Presence of Shop Steward

Where an employee is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, she may be accompanied by a Shop Steward. The employee will be informed that the meeting is for the purpose of such discipline and will be given as much notice as possible. It is the responsibility of the employee to advise the Shop Steward of the meeting.

10:04 Personnel File

(a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect her personnel file in the presence of a representative of the Employer and, upon request, shall be given a copy of any document not previously provided to the employee. If an employee is subject to discipline, she shall be entitled to a copy of any document in the file.

(b) In the event that an employee is disciplined, the records pertaining to verbal and written reprimands shall be removed from the employee's personnel file eighteen (18) 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.

10:05 * 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 the employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed such act or acts as required by the Employer. No compensation shall be paid for legal counsel not pre-approved by the Employer.

ARTICLE 11 LABOUR MANAGEMENT / OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

11:01 * Labour Management Committee

It is agreed that a Labour Management Committee comprised of two (2) bargaining unit representatives and two (2) Employer representatives. Unless the parties agree to waive the requirement for a meeting, this Committee will meet at least once per quarter. The Committee may hold additional meetings 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.

Bargaining unit representatives who attend meetings of the Labour Management Committee 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.

11:02 * 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, two (2) bargaining unit representatives selected or appointed by the Union. Such Committee shall promote safety and sanitary practices within the workplace.

ARTICLE 12 SEVERE WEATHER CONDITIONS

- 12:01 During severe weather conditions, at the sole determination of the Employer, or a declared state of emergency, the Director shall determine whether or not the operations shall be suspended in a particular area or community. Should such closure or suspension of operation occur, employees will be paid for a missed shift to a maximum of three (3) hours.
- 12.02 * No employee shall be required to travel on Employer's business, report for work or remain at work during severe weather conditions or state of emergency. An employee unable to travel, report for work or remain at work shall immediately advise the Employer accordingly.

ARTICLE 13 SENIORITY

- 13:01 Seniority Defined
- (a) Subject to Clause 13:04, seniority for all employees shall be determined by the employee's date of hire.
- (b) Seniority shall operate on a bargaining unit wide basis.
- 13:02 Seniority List
- The Employer shall maintain a seniority list for all employees. An up-to-date seniority list shall be sent to the Union and posted in January and July of each year. The seniority list for all employees shall show, subject to Clause 13.04, the date of hire and hours of service for each employee.
- 13:03 Probation for Newly Hired Employees
- After completion of the probationary period as specified in Clause 10.01, employees shall be credited with seniority effective from the last date of hire with the Employer.
- 13:04 Loss of Seniority
- An Employee shall lose all seniority and service will be deemed to be terminated if she:
- (a) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance procedure;
- * (b) resigns in writing, including electronic media such as email.

- (c) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of the 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; or
- (e) is transferred and remains out of the bargaining unit for a period longer than twelve (12) months.

13:05 Transfers and Seniority Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall, subject to Clause 13:04 (e), retain her seniority accumulated up to the date of leaving of the bargaining unit, but will not accumulate any further seniority while outside the unit.

ARTICLE 14 SCHEDULING AND HOURS OF WORK

- 14:01 The parties acknowledge and agree that the particular and unique needs of the Employer's clients are the paramount considerations in determining the need, extent and duration of the services to be provided through employees. It is further agreed that it is in the best interests of clients to schedule hours of work on a flexible, casual basis, and that nothing in this Agreement constitutes a guarantee of a minimum number of hours to be worked in a day or week, or that scheduled hours will not be reduced.
- 14:02 Upon the execution of this Agreement each employee shall advise the Employer, in writing, of the area or areas in which he/she is prepared to work and of the maximum number of hours per week they are prepared to accept. Employees hired after the date of execution of this Agreement will so advise the Employer upon their hiring. Employees may, in writing, at any time and from time to time, change either the area(s) or the maximum number of hours previously designated; however, the Employer must receive any such notice on or before the 5th day of a month to be considered for available hours of work commencing the following month.
- 14:03 Additional hours of work that become available will be assigned in accordance with operational requirements to an employee or employees who

has or have the training and qualifications necessary to perform the work 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 training and qualifications, willingness and availability for such additional hours, the Employer shall give preference to the employee or employees with the most seniority. Where no employee has the training and qualifications required for such additional hours and the Employer intends to provide such training in-house, such training opportunity will be offered on a seniority basis.

- 14:04 Employees who are offered additional hours that they have indicated a willingness to work are expected to accept such hours. An employee who refuses such hours three (3) times within a (12) twelve month period without providing a reason satisfactory to the Employer, may not be offered additional hours for six (6) months from the date of last refusal.
- 14:05 Subject to the provisions of this Article 14, 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 forty (40) hours per week.
- 14:06 * 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.
- 14:07 * 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.
- 14:08 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.
- 14:09 Employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the immediate supervisor. Approval may be withheld where an employee does not have the

training and qualifications necessary to perform the work in question, where the change would cause the Employer to incur extra expense, or where the change would not be acceptable to the client in question.

- 14:10 With the exception of emergency situations as recognized by the *Labour Standards Act*, the Employer shall provide eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period.
- 14:11 Subject to the provisions of this Article 14, the Employer shall make a reasonable effort to schedule work so as to provide consecutive hours.
- 14:12 An employee is not obligated to accept a shift that is less than three (3) hours in duration with the exception of staff meetings, attendance at investigations and training.
- 14:13 If an employee reports for a scheduled shift and the shift is subsequently cancelled, the employee shall be paid for the shift.
- 14:14 Whenever possible, schedules will be available to employees by 5:00 p.m. each Thursday in respect of the hours to be worked commencing the following Sunday. Schedules are subject to change based on client needs and the availability of employees.
- 14:15 (a) In situations where the compatibility between the client and the employee is brought into question, the Employer agrees to meet with the employee and the Union to discuss resolution of the root cause of the incompatibility or the availability of alternate work. The Employer shall endeavour to provide the employee with similar work and the employee shall accept such work when offered.
- (b) In the event that an employee is displaced from work due to a client's incompatibility, hospitalization, death, incarceration or other event beyond the control of the employee and/or the Employer, the employee shall be placed, relative to seniority, within the recall list. The employee shall remain on the recall list until they are scheduled for a reasonable number of hours to replace those lost due to the above event(s).
- 14:16 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. The Employer shall not be responsible for hours temporarily assigned before contacting an employee having a greater entitlement to that assignment, but will re-assign such hours to the employee having greater entitlement to them effective, at the latest, as of the preparation of the schedule next following her acceptance of them.

- 14:17 Except in the case of emergencies, an employee shall not be required to work more than twelve (12) hours in any one day without her consent.
- 14:18 * 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.
- 14:19 * 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.
- 14:20 * Standby Pay
- Standby means a period during which on the written instructions of the Employer, an employee is required to be available to immediately report to work.
- In the event the Employer requires an employee to be available for standby duty, the employee shall be paid ten dollars (\$10.00) for each eight (8) hour period of standby or part thereof.
- 14.21 * 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 15 OVERTIME

15.01 Overtime

All overtime is subject to the prior approval of the Employer. All time worked by an employee in excess of forty (40) hours per week shall be considered overtime. Subject to mutual agreement of the employee and the Employer to the contrary, all time worked by an employee in excess of twelve (12) hours per day shall be considered overtime.

15:02 Overtime Rate

All overtime hours worked shall be compensated at the rate of one and one-half times (1 ½) the employee's regular rate of pay.

15:03 Distribution of Overtime

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

15:04 Meal Allowance

In the event an employee's shift is unexpectedly extended beyond 13 hours, the Employer will arrange the appropriate meals, where reasonable.

15:05 * Double Shift/Overtime

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

ARTICLE 16 HOLIDAYS16.01 Statutory Holiday Pay

- * (a) The Employer agrees to pay employees for the following eight (8) statutory holidays providing they meet the criteria in either Clause 16.01 (b), Clause 16.01 (c) or 16.01 (d):

New Year's Day (January 1)
 Good Friday (as indicated by Calendar)
 Victoria Day (as indicated by Calendar)
 Canada Day (July 1)
 Labour Day (as indicated by Calendar)
 Thanksgiving Day (as indicated by Calendar) (beginning 2016)
 Remembrance Day (November 11)
 Christmas Day (December 25)
 Boxing Day (December 26) (ending 2015)

- (b) Where an employee works on a paid public holiday, they are entitled to either:
- (i) receive wages at twice their regular rate for the hours worked on the holiday; or

- (ii) an additional day off with pay within thirty (30) days after the public holiday.
- * (c) Employees who do not work on a statutory holiday will receive holiday pay under the following conditions:
 - they have been employed with the Employer for at least thirty (30) days prior to the paid holiday, and
 - they have worked their scheduled shifts prior to and after the paid holiday.

Employees who meet the above criteria will receive a prorated day's pay based on the average hours worked per day in the twenty-eight (28) days immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past twenty-eight (28) days by twenty (20).

- * (d) Where an employee is required to work on a statutory holiday identified in Clause 16.01(a) for a number of hours that is less than the number of hours that the employee would work if it were a normal working day, the Employer will pay the employee at her regular rate of pay for the number of hours worked, plus a regular day's pay as calculated in Clause 16.01(c).

16:02 Christmas and New Year's

The Employer agrees that whenever possible, an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day, and an employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day, within the same holiday season.

The Employer agrees that whenever possible, employees who work Christmas Day of one year shall have Christmas Day off the following year, and employees who work New Year's Day of one year shall have New Year's Day off the following year.

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 Years break to verify their work schedule for this period.

Nothing in this Clause 16:02 prevents an employee from agreeing to work both Christmas Day and New Year's Day within the same holiday season nor from agreeing to work consecutive Christmas Days or New Year's Days.

ARTICLE 17 VACATION

17:01 * Vacation Pay

An employee shall be entitled to vacation pay as follows:

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

17:02 Payment of Vacation Pay

- (a) The vacation year is from January 1 to December 31.
- * (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 her after signing of this agreement or upon hiring of new employees. On a go forward basis, employees who elect to receive their vacation pay on their cheques in any vacation year must inform the Employer of this election no later than June 15th and/or December 15th of each year. Once the election is made by the employee, it cannot be changed until the next June 15th or December 15th.
- (c) 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 and not carried forward.

17:03 Vacation Leave

- (a) Subject to Clause 17:02, the Employer will make all reasonable efforts to grant employees two (2) consecutive weeks off each calendar year for the purpose of vacation. Provided that the employee provides at least thirty (30) days' notice of her request, every reasonable effort will be made to grant the employee the leave of absence for vacation time

as requested. Requests for vacation during the months of June to August must be submitted, in writing, to the Employer no later than March 30th.

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

ARTICLE 18 SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

18:01 * Sick Leave Defined

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

18:02 Sick Leave Entitlement (Effective upon ratification)

Employees who have worked a minimum of 1,000 hours in the previous calendar year shall be eligible for sick leave in the amount of two percent (2%) of hours worked in the previous calendar year to a maximum of forty (40) hours' entitlement. New hires who have completed one year of service shall become eligible after working 1,000 hours in the previous twelve (12) months and will have the hours of sick leave calculated on a prorated basis from date of hire to December 31st.

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

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

18:03 Family Responsibility Leave

- (a) Provided that an employee has been employed for at least thirty (30)

days, she shall be granted a period of five (5) days' unpaid family responsibility leave each year.

- (b) The employee shall make all reasonable efforts to ensure that personal or family responsibility matters are scheduled outside of duty hours. However, in the event that such efforts are not possible or have been exhausted, the employee shall provide reasonable notice to the Employer of the need for family responsibility leave.
- (c) The Employer may request, from the employee, confirmation of the circumstances giving rise to the need for family responsibility leave.
- * (d) For the purpose of this clause 18:03, family responsibility means:

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

18:04

Notification

- (a) The employee shall provide her immediate supervisor a minimum of four (4) hours' notice, where possible, if she is unable to report to work because of illness or injury or family responsibility.
- (b) The employee shall inform her immediate supervisor in advance of the date of her return to work.
- (c) Medical certificates, to be given at time of illness, may be required for all sick leave absences affecting work scheduled on two (2) consecutive days or affecting work scheduled on more than five (5) days in a twelve (12) month period.
- (d) For the purpose of obtaining medical certificates, an employee shall have the option of being attended by a doctor of her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising her option of being attended by her physician.

(e) An employee shall provide the Employer with a statement in writing of the nature of the family responsibility where such leave affects work scheduled on three (3) or more consecutive days.

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

18:05 * Injury on Duty

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

ARTICLE 19 LEAVE - GENERAL

19:01 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.

19:02 Leave Without Pay for Union Business

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

(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.

19:03 Bereavement Leave* (a) (i) Immediate Family Entitlement

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

(ii) Definition of Immediate Family

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

For the purpose of this clause, a common-law spouse relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite sex or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

(b) Leave to Attend Funeral

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

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

19:04 * 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) An employee who is the parent of a child shall be entitled, upon application, to parental leave without pay to commence no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The employee shall give the Employer at least two (2) weeks' written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this Clause shall be seventeen (17) weeks for maternity leave and thirty-five (35) weeks for parental leave for a combined maximum of fifty-two (52) weeks in total.
- (e) The employee shall give at least four (4) weeks' written notice of her intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a legally qualified medical practitioner.
- (f) Upon return from maternity or parental leave, the employee shall resume her former duties at her former position on the wage grid, subject to the availability of work.
- (g) Subject to Clause 18:02, an employee who, before commencing maternity leave, becomes ill as a result of or relating to her pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- (h) While on maternity or parental leave, employees shall not earn any benefits of this Agreement, except seniority.

19:05

Adoption Leave

- (a) In accordance with the Labour Standards Act, an employee who has been employed by the Employer for at least twenty (20) consecutive weeks and who legally adopts a child shall, subject to the approval of the Employer, be granted special leave without pay for a maximum of fifty-two (52) calendar weeks. Where possible, the employee shall give the Employer at least two (2) weeks' written notice of the date the leave is to begin and shall provide proof of adoption.
- (b) The employee shall give at least four (4) weeks' written notice of her intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the employee shall resume her former duties at her former position on the wage grid, subject to the availability of work, with no loss of seniority.

- (d) While on adoption leave, employees shall not earn any benefits of this Agreement, except seniority.

19:06 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 attended in compliance with such requirement.

19:07 General Leave/Extended Unpaid Leave

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

19:08 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.

ARTICLE 20 WAGES

20:01 Employees will be paid at the rates set out in Schedule "A".

20:02 Payment of Wages

(a) Employees shall receive their salary on a bi-weekly basis. Overtime pay shall be included in the regular payroll for the pay period next succeeding the pay period during which overtime was earned. For each payday, each employee shall be provided with an itemized statement of her wages, overtime, vacation bank balances, and all payroll deductions.

(b) Payday is every second Thursday.

20:03 Transportation

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

- 20.04 * 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.

ARTICLE 21 NO STRIKE / LOCKOUT

- 21:01 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 2 of Clause 8:02.
- 21:02 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 2 of Clause 8:02.
- 21:03 A violation of Clause 21:02 may constitute cause for discipline, but such discipline may be the subject of a grievance filed at Step 2 of Clause 8.02.

ARTICLE 22 TERMINATION AND RECALL

- 22:01 Notice of Termination
- (a) The Employer agrees to give employees two (2) weeks' notice of termination, in writing, excluding disciplinary termination.
 - (b) The employee shall give the Employer two (2) weeks' notice, in writing, to terminate her employment.
 - (c) It is understood that a reduction or loss of hours due to a change in client requirements does not constitute termination or require notice.
- 22:02 Recall Procedure
- (a) Employees shall be recalled in order of seniority provided that the employees are available, are trained and qualified and are able to meet client's needs.
 - (b) It is the responsibility of the employee to keep the Employer informed of her current address and telephone number.

ARTICLE 23 HEALTH AND SAFETY

23:01 Workers' Compensation

- (a) The *Workplace Health, Safety and Compensation Act*, as defined by the legislation, shall cover eligible employees. Employees must report all injuries in accordance with the *Act*.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is covered under the Workplace Health, Safety and Compensation Commission return to her former duties, and if the Workplace Health, Safety and Compensation Commission determines that the employee cannot perform her former duties, to another work assignment within the bargaining unit.
- * (c) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of this Agreement except that they will not have their seniority date changed.
- (d) Employees who are on modified duties or Easeback shall earn the benefits of this Agreement, including seniority, based on the number of hours worked.

23:02 On-the-Job Training and Orientation

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. Time spent doing an orientation in the home of a client with which an employee has not previously worked will only be compensated as time worked if the employee subsequently agrees to work with that client and does in fact work a shift available in that home following the orientation.

23:03 Post-Hire Vaccinations

Subject to satisfactory proof of payment, the Employer shall reimburse an employee for the cost of any post-hire vaccinations reasonably required to work with a client of the Employer to which that employee is assigned. However, if vaccination is a pre-requisite of employment, the employee shall pay the cost of such vaccination.

23:04 * First Aid Renewal

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

23:05 Clothing/Supplies

The Employer shall ensure the supply of disposable gloves and aprons are provided as needed for the personal care of the client.

23:06 Communicable Diseases

The Employer agrees to provide staff with the available case history related to communicable diseases, if relevant to client care.

23:07 Employee Safety

Where the Employer determines that a particular individual receiving care poses a significant risk to employees, the Employer shall develop appropriate controls to minimize the risk associated. Where appropriate, such controls shall be developed in consultation with relevant members of the Bargaining Unit and the client.

ARTICLE 24 DURATION

- 24:01 * (a) This Agreement shall be in full force and effect from the date of ratification to June 30, 2018.
- (b) The wages set out in Schedule "A" shall take effect September 1, 2015. All other changes are effective on the date of ratification/signing unless otherwise specifically stated.
- (c) Any provision of this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

SCHEDULE "A" - CLASSIFICATIONS AND WAGES**Classifications**

Home Support Worker

Wages and Signing BonusWage Rate

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

Signing Bonus

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

LETTER OF UNDERSTANDING RE. MEDICAL INSURANCE

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

B. bamin

Signed on behalf of In Home Health Care Services Ltd.

David Healey

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

18 Dec 2015

Date

December 18, 2015

Date

LETTER OF UNDERSTANDING RE: TRAVEL

The Employer proposes the addition of a Letter of Understanding Re: Travel reading as follows:

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

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

B. bamm

Signed on behalf of In Home Health Care Services Ltd.

David Healey

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

18th Dec 2015

Date

December 18, 2015

Date

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

SIGNED ON BEHALF OF IN HOME HEALTH CARE SERVICES LTD. in the presence of
the witness hereto subscribing:

Brittany Keating
Witness

B. bamin
Dann Hutton

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

A. Ouellet
Witness

David Healey
Angela Hicks

