



COLLECTIVE AGREEMENT

between

**TENDER LOVING CARE (TLC) Nursing &
Home Care Services Inc.**

and

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

EXPIRY: March 31, 2024

THIS AGREEMENT made this 25th day of August, Anno Domini,
Two Thousand and Twenty;

BETWEEN:

TENDER LOVING CARE NURSING AND HOME CARE SERVICES

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:

TABLE OF CONTENTS

<u>ARTICLE NUMBER & NAME</u>	<u>PAGE NUMBER</u>
1 Purpose of Agreement	1
2 Recognition	1
3 Management Rights	2
4 Definitions	2
5 Union Security	3
6 No Discrimination or Harassment	4
7 Sexual and Personal Harassment	4
8 Employee Grievance Procedure	5
9 Arbitration	6
10 Labour Management/Occupational Health	7
11 Severe Weather Conditions	7
12 Discipline and Personnel File	8
13 Seniority	10
14 Staffing	11
15 Hours of Work	11
16 Overtime	14
17 Holidays	15
18 Vacation Pay	16
19 Sick Leave	17
20 Family Leave	19
21 Leave - General	19
22 Payment of Wages and Allowances	22
23 No Strikes or Lockouts	23
24 Termination and Layoff	23
25 Health and Safety	24
26 Amendment by Mutual Consent	25
27 Duration of Agreement	25
Schedule "A" - Classifications and Wages	27
Memorandum of Understanding - List of Duties	28
Memorandum of Understanding - Medical Insurance Plan	29
Memorandum of Understanding - Travel	30
Memorandum of Understanding - Education	31
Signing Page	32

ARTICLE 1 – PURPOSE OF THE AGREEMENT

- 1.01 It is the purpose of both parties to this agreement; to set forth certain terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the Employer and the Union; to encourage efficiency in operations; and, to recognize the mutual value of joint discussions and negotiations on certain matters.

ARTICLE 2 – RECOGNITION

2.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit, except Owners, Directors, Managers, Home Care Supervisors, Nursing Supervisors, Nurses, Office Administration and Office Staff.

2.02 Inclusions/Exclusions

In the event of the creation of a new classification during the term of this Agreement, the Employer agrees to consult with the Union as to whether such classification should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board.

2.03 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.

2.04 Work of the Bargaining Unit

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

2.05 No Other Agreements

There shall be no private agreements between any employee and the Employer or a Client that conflicts with the terms of this Agreement, unless mutually agreed in writing between the Employer and the union.

2.06 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 3 – MANAGEMENT RIGHTS

3.01 All functions, rights, powers and authority, which are not specifically abridged, delegated or modified by this agreement, are recognized by the Union as being retained by the Employer.

ARTICLE 4 – DEFINITIONS

- 4.01 (a) "Agreement" means this Agreement and any schedules annexed hereto.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 2.
- (c) "Day" means a calendar day (00:01 hours to 24:00 hours) unless otherwise stipulated in this Agreement.
- (d) "District" means the geographic area in which an employee has indicated their willingness to work, in consultation with the Employer.
- (e) "Employee" means a person employed in a position that falls within the bargaining unit.
- (f) "Employer" means Tender Loving Care Nursing and Home Care Services Inc. (TLC).
- (g) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours on a calendar day designated as a holiday in this Agreement.
- (h) "Layoff notice" means a notice in writing which is delivered by hand or registered mail or delivered via electronic mail with delivery confirmation.
- (i) "Union" means Newfoundland and Labrador Association of Public and Private Employees.

- (j) "Week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (k) "Year" means the calendar year unless otherwise provided.

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 shows the employee's full name, Social Insurance Number, mailing address, phone numbers, classification and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5.04 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect Shop Stewards. The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

5.05 Union Leave for Processing Grievances and Complaints

- (a) Every effort shall be made to schedule meetings during an employee's time off. In the event that this is not practical, and where operational requirements permit, the grievor and one (1) local union representative shall be granted leave with pay from their regular duties to attend grievance meetings with the Employer. In the case of a group grievance, one (1) employee from the group will be entitled to such leave.

- (b) 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 (a) New Employees

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) 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.

ARTICLE 6 – NO DISCRIMINATION OR HARASSMENT

- 6.01 The Employer agrees that there shall be no discrimination with effect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation, marital status, physical disability, mental disability, political opinion as per the *Newfoundland and Labrador Human Rights Act* nor by reasons of his/her membership or activity in the Union.

ARTICLE 7 – SEXUAL AND PERSONAL HARASSMENT

- 7.01 The Employer and the Union recognize the right of employees to work in an environment free from harassment as defined in the *Newfoundland and Labrador Human Rights Act*. The Employer shall undertake to investigate alleged occurrences of harassment with all possible dispatch.

ARTICLE 8 – EMPLOYEE GRIEVANCE PROCEDURE

- 8.01 For the purpose of this agreement, a grievance is defined as a complaint in writing presented in accordance with this Agreement arising out of the interpretation, application, or alleged violation of the terms of this agreement.
- 8.02 Grievance Procedure
- Step 1
- An employee who alleges that he/she has a grievance shall present the matter to the Manager of Operations (TLC Head Office), in writing, within seven (7) days of the occurrence of the incident giving rise to the grievance.
- Step 2
- If the employee fails to receive a satisfactory answer to the grievance within seven (7) days after filing the grievance at Step 1, he/she may, within a further seven (7) days refer the grievance to arbitration in accordance with Article 9.
- 8.03 Time limits may be extended by mutual agreement, in writing, between the parties to the grievance.
- 8.04 Agreements made in writing between the Employer and the union in the settlement of an employee grievance shall be final and binding upon the Employer, the union and the employee or employees concerned.
- 8.05 No grievance shall be defeated or denied by a technical objection occasioned by a typographical error, or by the inadvertent omission of a Step in the Grievance Procedure.
- 8.06 An employee may be represented by a full time representative of the union at any formal step of the grievance procedure.
- 8.07 * 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.
- 8.08 * 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.

ARTICLE 9 - ARBITRATION

- 9.01 No matter may be submitted to arbitration under this article unless settlement thereof has been attempted through the grievance procedure set out in Article 8.
- 9.02 (a) Notice to refer a grievance to arbitration shall be in writing in accordance with the time limits set out in the grievance procedure. Failure to refer a grievance to arbitration within the specified time limits will be interpreted as abandonment of the grievance.
- * (b) Within ten (10) workdays from the time of the notice to either party of its intention to submit the grievance to arbitration, the parties shall appoint their respective nominees to the arbitration panel, who will select a mutually agreeable chair within a further fifteen (15) days, or, if mutually agreed, the parties may, within the initial ten (10) day's period, agree to the appointment of a sole arbitrator to hear the matter as per Article 9.03 (c).
- Should the parties fail to agree upon an Arbitrator, then the party initiating the grievance shall request the appointment of an arbitrator by the Minister of Advanced Education, Skills and Labour.
- (c) Upon receipt of notice of arbitration pursuant to Article 9.01, the parties shall endeavor 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 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 * The arbitrator shall have no authority or discretion to alter, amend or modify any provisions of this Agreement.
- 9.04 Each of the parties shall pay an equal share of the fees and expenses of the arbitrator.
- 9.05 Time limits may be extended by mutual agreement, in writing, between the parties to the grievance.
- 9.06 * 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 The parties may have the assistance of employees who are required to appear as witnesses in arbitration. Employees who are required to appear as a witness will be granted time off work without pay.

- 9.08 If agreed by the parties, alternative dispute resolution mechanisms may be employed as an alternative to the traditional arbitration process.

ARTICLE 10 – LABOUR-MANAGEMENT /OCCUPATIONAL HEALTH

10.01 * The parties agree to establish a Labour-Management Committee comprised of not more than two (2) employees and two (2) Employer representatives from each Regional Health Authority in which the Employer operates. The meetings shall be held quarterly or on an as needed basis as agreed by the parties. Topics of discussion shall be determined by mutual consent of the parties.

10.02 Discussions held during Labour-Management Committee meetings shall be considered 'without prejudice' and agreements reached shall not be binding on either party unless specifically agreed in writing between the union and the Employer.

10.03 Occupational Health and Safety Committee

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

Recognizing its responsibilities under the *Act*, the Employer agrees to accept as a member of its Occupational Health Committee, two (2) bargaining unit representatives selected or appointed by the Union.

Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 – SEVERE WEATHER CONDITIONS

- 11.01 (a) During severe weather conditions or a declared state of emergency, the Employer shall determine whether or not operations will be suspended in a particular area or community. Should a suspension of operations occur, employees shall be paid for scheduled work to a maximum of three (3) hours in total.
- (b) No employee shall be required to travel on Employer's business during severe weather conditions, as determined by warnings from local authorities on public airwaves, or during a state of emergency.
- * (c) Employees who are unable to travel to work due to closure of highway or roadways that are impassable as declared by the governing authority of those roads may choose to use vacation pay if they are unable to report to work due to severe weather conditions.

- * (d) An employee can request to have their scheduled shift adjusted, where possible, when they are unable to report to work due to severe weather conditions. When conditions improve, staff shall be available to resume their scheduled shift as required, upon direction of the Regional Supervisor.

ARTICLE 12 – DISCIPLINE AND PERSONNEL FILE

12.01 * Probationary Period

Employees shall be on probation for the lesser of six (6) calendar months or six hundred (600) working hours. Management shall have the right, and sole and exclusive discretion, to dismiss a probationary employee without notice for reasons of incompetence or unsuitability. Such dismissal shall not be subject to the grievance and arbitration process.

12.02 (a) Notification

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

(b) Right to Representation

Where an employee is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, or to discuss a matter for which some level of written discipline is being considered, the Employer shall advise the employee that he/she has a right to be accompanied by a Shop Steward. The employee will be informed of the nature of the meeting and be given as much advance notice as possible. It is the responsibility of the employee to inform his/her Shop Steward.

(c) Justice and Dignity

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.

In the event the investigation concludes that an employee is to be reassigned or removed from a position, the Employer shall offer the employee alternate work based on their qualifications, seniority, and availability of work in the employee's region.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to what would have been her normal earnings during the period of suspension or discharge, or by any other arrangement as to compensation which is mutually agreed by both parties.

(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 willful act or omission leading to a criminal charge. No compensation shall be paid for legal counsel not pre-approved by the Employer.

12.03

Personnel File

- (a) Upon request and having given reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of a representative of the Union and the Employer and be provided with a copy of any document contained therein.
- (b) A written warning or other disciplinary records shall not be considered in subsequent disciplinary action if a period of eighteen (18) months or more has expired without a violation or infraction being committed that warrants disciplinary action.
- (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 (a) Subject to Clause 13.03, employee seniority ranking shall be determined in accordance with each employee's date of hire with the Employer.

(b) Seniority shall operate on a bargaining unit wide basis.

13.02 Seniority List

The Employer shall maintain a seniority listing of all employees. An updated listing shall be sent to the union in January and July of each year. The seniority listing shall indicate the employee's date of hire accumulated hours of service, and the district in which the employee is located.

13.03 Loss of Seniority

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

(i) is discharged for just cause and is not reinstated through the Grievance or Arbitration process;

(ii) resigns in writing, including electronic media such as e-mail;

(iii) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of employee or immediate family member verified by a medical certificate or by other reason satisfactory to the Employer. It shall be the responsibility of the employee to keep the Employer informed, in writing, of his/her current address, telephone number and email address;

* (iv) is laid off, or has not worked for a period longer than eighteen (18) months;

* (v) is absent from work in excess of three (3) working days without notifying the Employer of such absence without providing a satisfactory reason(s) to the Employer.

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

ARTICLE 14 – STAFFING

14.01 Transfers

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

14.02 It is the responsibility of employees to ensure the Employer is notified in writing of their current mailing address, telephone number(s), email address and applicable banking information.

ARTICLE 15 – HOURS OF WORK

15.01 (a) Employees may be scheduled for a maximum of forty (40) hours per week.

(b) Employees who are scheduled to work less than forty (40) hours per week, and who wish to be considered for additional work, must advise the Employer, in writing, of their availability.

15.02 Scheduling of Work

(a) Maximizing Hours

(i) The Employer shall make every reasonable effort to schedule employees up to forty (40) hours per week in accordance with the employee's commitment and availability and the availability of work.

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

(iii) Loss of Hours/Employment

In the event an employee suffers a partial or total reduction in hours due to client/employee incompatibility, client hospitalization, death or incarceration, or any other event beyond the control of the employee and/or Employer, the Employer shall endeavour to provide the employee with similar type and hours of work and the employee shall accept such work when offered. In the event that alternate work is not immediately available, the

employee shall be placed on a Priority Recall List relative to her seniority and offered hours to replace those lost due to the above events.

- * (iv) All parties recognize that client preference may have an impact on the application of the provisions of this Agreement. In situations where the Employer determines that an employee and a 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 parties will explore the availability of alternate work of similar hours and scheduling. 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.

- * (v) Incompatibility Third Party

Subject to 15.02 (a)(iii), in situations where an incompatibility has been imposed by a third party, the Employer shall conduct their own investigation on the root cause(s) of the incompatibility with input from the employee(s) affected by the conflict. Upon completion of their investigation, the Employer shall make representation on behalf of the employee(s) to the third party to discuss and to determine if the incompatibility can be resolved and if the third party would change their mind and have the employee reinitiated into their previous position with recommendations and guidance. If the Employer is unsuccessful in their attempt to change the third parties mind, the Employer shall offer the employee alternate work of similar hours and scheduling. In the event that alternate work is not immediately available, the Employer shall immediately initiate a Record of Employment for layoff to the affected employee(s) until either, work becomes available, or the Employer completes their investigation.

- (b) Scheduling

- * (i) Where possible, work schedules will be included with an employee's cheque or via email, otherwise an employee will be advised of his/her schedule by telephone. This schedule may be adjusted as determined by operational requirements dictated by client's needs. Employees who agree to a change of their schedule at the request of the client will inform the Employer of such change.

- (ii) 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.
- (iii) 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.
- (iv) An employee shall not be scheduled to work more than six (6) consecutive days without days off except by mutual agreement of the employee and the Employer. Where possible, at least two (2) consecutive days off shall be scheduled unless single days off are arranged by mutual agreement between the employee and the Employer.
- (v) 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.
- (vi) The Employer shall provide eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period.
- (vii) Subject to the other provisions of this Agreement, the Employer shall schedule employees on a seniority basis so as to maximize their hours of work. The Employer shall also make a reasonable effort to schedule work so as to provide consecutive hours, where possible, and to minimize gaps in work schedules.
- (viii) The Employer shall make best efforts to schedule employees for no less than three (3) consecutive hours at a time.

- (ix) In the event that an employee reports for a scheduled shift and the shift is subsequently cancelled, the employee shall be compensated for the scheduled shift to a maximum of three (3) hours, provided a replacement shift is not immediately available.

15.03 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 and the applicable health authority.

15.04 * Rest Periods

The Employer recognizes the employee's right to rest periods. In the event that an employee is unable to access required rest periods, the Employer shall ensure rest periods are made available.

ARTICLE 16 – OVERTIME

- 16.01 * (a) All hours worked by an employee in excess of thirteen (13) consecutive hours in any unbroken twenty-four (24) hour period or in excess of forty (40) hours per week, shall be considered overtime. With the written consent of the employee and subsequent agreement of the Employer, an employee may choose to work greater than forty (40) hours in a week and not receive overtime; However, under this agreement, all time worked in excess of eighty (80) hours in a bi-weekly pay period shall be considered overtime. Employees may choose at any time, by giving the Employer two (2) weeks' notice on their intent to discontinue the practice of working in excess of forty (40) hours in each work week and not be compensated for overtime.

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

- (b) 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

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.

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 In the event an employee's scheduled shift is extended by the Employer beyond thirteen (13) hours, the employee will be provided with a meal allowance of fifteen dollars (\$15.00).

ARTICLE 17 – HOLIDAYS

17.01 (a) The following statutory holidays are recognized:

New Years 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 past two (2) pay periods immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past two (2) pay periods (28 days) by twenty (20).
- (d) If an employee works less hours on the paid holiday than they would normally work, the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular days pay as calculated in 17:01(c).

17.02 * (a) Christmas and New Year's

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

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

ARTICLE 18 – VACATION PAY

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.

- 18.02 (a) The vacation year is from January 1st to December 31st.
- (b) Vacation and Vacation Leave
- By March 15th and/or September 15th 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.
- (c) Banked vacation pay will be paid 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.
- (d) Employees year to date vacation totals amounts shall be listed on each employee's pay stub.
- 18.03 (a) The Employer shall make every reasonable effort to grant employees two (2) consecutive weeks off without pay each calendar year for the purpose of vacation. Provided that the employee provides at least thirty (30) days notice of his/her request, every reasonable effort will be made to grant the employee the leave of absence for the vacation time requested. Requests for vacation during the months of June to August must be submitted to the Employer no later than April 15th. (Current Agreement)
- (b) It is understood that when an Employee requests and is granted vacation in blocks of less than two (2) consecutive weeks, these vacation days will be deducted from the Employee's entitlement. It is further understood that any vacation days requested which exceed the employee's unused vacation entitlement, or where an employee has not banked vacation as per Clause 18.02 (c), will be unpaid if granted.
- (c) Where operational requirements necessitate placing restrictions on the number of Employees on vacation leave at any one time, preference shall be given to Employees with the greatest length of service.

ARTICLE 19 – SICK LEAVE

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

- 19.02 (a) (i) Upon successful completion of the employee's probationary period in accordance with Article 12, employees shall earn paid sick leave at a rate of 2% of their hourly rate of pay for each hour worked. (i.e. 2080 hours worked x 2% = 41.6 available sick leave hours).
- (ii) Paid Sick Leave that is earned in accordance with this Article may be accumulated and carried forward from year to year.
- (iii) Employees total accumulated sick leave monetary amounts shall be listed on an employee's bi-weekly pay stub.

(b) Unpaid Sick Leave

Employees who have exhausted their paid sick leave benefits as per Article 19.02, shall be entitled to unpaid sick leave.

- 19.03 (a) The employee shall inform her immediate supervisor as soon as possible of her inability to report to work because of illness or injury.
- (b) The employee shall inform her immediate supervisor in advance of the date of her return to work.
- * (c) In order to receive paid sick leave for all sick leave absences affecting work in excess of two (2) consecutive days, the Employer may request a medical certificate be provided from a health care provider, satisfactory to the Employer. In cases of suspected abuse shown by a pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- (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 report 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

An employee who is injured in the performance of their duties and is either required to leave for medical treatment or is sent home because of such injury shall receive payment for the remainder of their scheduled shift on that day.

ARTICLE 20 FAMILY LEAVE

20.01 Subject to 20:01 (b),

- (a) An employee shall be granted unpaid family leave each calendar year to:
 - (i) attend to the temporary care of a sick family member living in the same household;
 - (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 living in the same household 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-GENERAL

21.01 Leave for Negotiations

Subject to the operational requirements of the Employer; leave without pay shall be granted to up to three (3) employees who are members of the Union's Negotiating Committee while attending and preparing for negotiations with the Employer.

21.02 (a) Union Leave

Subject to the Employer's operational requirements, leave without pay may be granted to employees to attend union workshops or conferences.

- * (b) Where operational requirements permit, the Employer may permit an employee to avail of a leave of absence without pay for a period of one (1) year for an employee selected for a full time position with the union. Employees shall maintain their relative seniority ranking while on such leave. The period of leave of absence may be renewed by mutual agreement. Employees will not accrue any service or benefits during such an absence.

21.03 Bereavement Leave

- * (a) (i) Immediate Family Entitlement

If the death occurs in the immediate family of an employee, the employee shall be granted three (3) working day's leave with pay to a maximum of twenty-four (24) hours with the leave being accessed within seven (7) calendar days of the death. The Employer reserves the right to request proof of death. In the event of a delayed interment, entitlement can be reserved to be accessed to correspond with the interment service.

- * (ii) In the event the death of an immediate family member occurs outside of the Province, the employee can access their entitled days upon the return of the deceased. If the employee has to travel out of the Province to attend the death of an immediate family member, the employee shall be entitled to one (1) extra unpaid day for the purposes of travel.

- (iii) Definition of Immediate Family

Immediate family is defined as an employee's mother, father, brother, sister, child, spouse, legal guardian, grandparents, grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother and stepchild.

- (b) Leave to Attend Funeral

Employees are entitled to one (1) day bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew.

- (c) Definition of Common Law Spouse

For the purpose of this Clause, a common-law spouse relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person 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 Canadian Labour Code (Labour Standards Act) unless otherwise amended herein.
- (b) An employee who is pregnant shall be entitled, upon application, to maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The employee shall give the Employer at least two (2) weeks notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.
- (c) (i) An employee who is the parent of a child shall be entitled, upon application, to parental leave without pay to commence no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The employee shall give the Employer at least two (2) weeks notice of the date the leave is to begin.
- * (ii) An employee who is the parent of a child shall be entitled, upon application, to extended parental leave without pay to commence no more than sixty-one (61) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The employee shall give the Employer at least two (2) weeks' 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 parent leave. The combined leave shall either be fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The employee shall give at least four (4) weeks notice of his or her intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from maternity or parental leave, the employee shall resume her former duties at her former position on the wage grid, subject to the availability of work.
- (g) Subject to Clause 19.02, an employee who, before commencing maternity leave, becomes ill as a result of or relating to her pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- * (h) While on maternity or parental leave, employees shall not earn any benefits of this Agreement, except seniority and years of service.

21.05 Adoption Leave

- * (a) In accordance with the Labour Standards Act, an employee who legally adopts a child shall be granted special leave without pay for a maximum of seventy-eight (78) calendar weeks. Where possible, the employee shall give the Employer at least two (2) weeks notice of the date the leave is to begin and shall provide proof of adoption.
- (b) The employee shall give at least four (4) weeks notice of her intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the employee shall resume her former duties at her former position on the wage grid, subject to the availability of work, with no loss of seniority.
- * (d) While on adoption leave, employees shall not earn any benefits of this Agreement, except seniority and years of service.

21.06 General Leave

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

21.07 Education Leave

Employees who are enrolled in Employer approved educational courses shall be entitled to leave without pay to write required examinations.

21.08 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.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.01 (a) Employees shall be paid wages in accordance with Schedule 'A'.
- * (b) The Employer shall develop and maintain job descriptions for each classification in the bargaining unit. Copies of these job descriptions will be made available to the employees and the Union within three (3) months of the signing of this Agreement. A list of duties for each client shall be provided to each employee working with a client. It is understood that duties may change from time to time.

- 22.02 * Employees shall receive their salary payments on the Friday following the end of the bi-weekly pay period. Hours worked will be submitted using the electronic clock in system provided by the Employer. Employees, who do not have access to an electronic clock in system, shall provide time sheets to the Employer. Failure to submit "time sheets" within the required time frame may delay an employee's pay. Employees shall be provided for each pay period either an electronic or paper statement of their wages as requested by employees. Overtime, vacation leave bank balances, sick leave bank balances, and all other payroll deductions shall be included on an employees pay statement.
- 22.03 (a) Employees shall not be required nor permitted to use personal vehicles for transport of clients nor for any other purpose while employed with the Employer.
- (b) Where applicable, employees will be provided with a T2200, Declaration of Conditions of Employment Form.

ARTICLE 23 – NO STRIKES OR LOCKOUTS

- 23.01 There shall be no strikes, walkouts, work stoppages, boycotts, picketing or any type of job action or interference with the normal operations of the Employer by the employees and/or the Union, and the Employer agrees that there will be no lockouts, during the term of this agreement.

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 When requested by an employee, a Record of Employment (ROE) shall be given after any seven (7) consecutive day period without work.

ARTICLE 25 – HEALTH AND SAFETY25.01 Workers' Compensation

- (a) Eligible employees, as defined by the legislation, shall be covered by the Workplace Health, Safety and Compensation Act. Employees must report all injuries in accordance with the Act.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to 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, where possible.
- * (c) (i) Employees in receipt of Workers' Compensation benefits and who are not working with the Employer are not eligible to access benefits of this Agreement except they will not have their seniority date changed and years of service.
- (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 Clothing Benefits

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

25.03 First Aid Re-Certification

An employee is responsible to have or to obtain a first aid certificate upon employment. The Employer shall cover costs associated with first aid re-certification provided the employee has two (2) calendar years of service with the Employer since her most recent date of hire. The training will be provided by a trainer of the Employer's choice.

25.04 * Vaccinations

The Employer shall pay the cost of any vaccinations for employees who are required to work with clients diagnosed with a vaccine preventable disease that is reasonably known to the Employer.

25.05 Client Medical History

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

25.06 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 documented by the Employer. 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) The Employer shall ensure that a proper emergency response plan is in place in a client's home so the employee can be more prepared for handling sudden or unexpected situations.

25.07 On-The-Job Training

Employees required by the Employer to participate in on-the-job training in a client's home or participate in any training course 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.

ARTICLE 26 – AMENDMENT BY MUTUAL CONSENT

26.01 Amendments to this Agreement may be made by mutual consent of the Employer and the Union.

ARTICLE 27 – DURATION OF AGREEMENT

- 27.01 *
- (a)
 - (i) This Agreement shall be in full force and effect from the date of ratification/signing to March 31, 2024.
 - (ii) Wage package, as per Schedule A, as amended, will take effect April 1, 2020.
 - (b) The provisions of this collective agreement shall remain in effect during any period of negotiations for a renewal or revision thereof, and until such time as a new collective agreement is signed or either party exercises its respective right to strike or lockout, whichever occurs first.

* (c) Notice of Termination or Amendment

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

SCHEDULE "A"**CLASSIFICATIONS AND WAGES**

<u>Classification</u>	<u>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

Note: Any new classifications or hourly differentials implemented during the life of this Collective Agreement shall be discussed and added to this Schedule "A" in consultation with the Union.

MEMORANDUM OF UNDERSTANDING

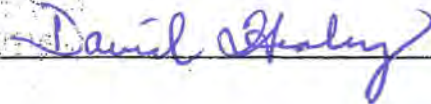
LIST OF DUTIES

A list of duties for each client shall be available to each employee at the earliest opportunity. It is understood that duties may change from time to time.

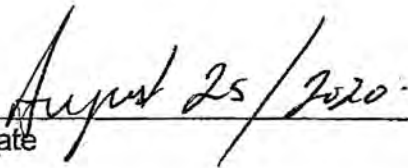
Signed on behalf of Tender Loving Care



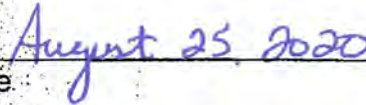
Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees



Date



Date



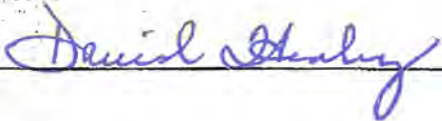
MEMORANDUM OF UNDERSTANDING
MEDICAL INSURANCE PLAN

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 Tender Loving
Care



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



August 25 / 2020
Date

August 25, 2020
Date

MEMORANDUM OF UNDERSTANDING


TRAVEL

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

Signed on behalf of Tender Loving
Care



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



August 25/2020
Date

August 25, 2020
Date

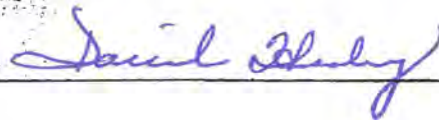
MEMORANDUM OF UNDERSTANDING
EDUCATION

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

Signed on behalf of Tender Loving Care



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

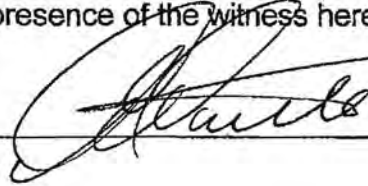


Aug. 25 2020
Date

August 25, 2020
Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 15 day of August, 2020.


SIGNED on behalf of Tender Loving Care (TLC) Nursing and Home Care Service Inc., in the presence of the witness hereto subscribing:






WITNESS

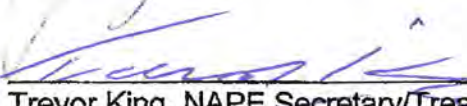
SIGNED on behalf of the Newfoundland and Labrador Association of Public and Private Employees (NAPE) by its proper officers in the presence of the witness hereto subscribing:



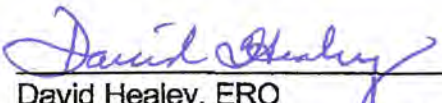
Jerry Earle, NAPE President



WITNESS



Trevor King, NAPE Secretary/Treasurer



David Healey, ERO

On behalf of Members of the Negotiating Team:

- Kevin Hynes
- Callista MacDonald