



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

THE BEST OF CARE LTD.

and

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

Effective: November 20, 2015 to June 30, 2018

THIS AGREEMENT made the 10th day of November
Anno Domini, Two Thousand and Fifteen;

BETWEEN

THE BEST OF CARE LTD.

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PURPOSE

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

ARTICLE 2 INTERPRETATION

2:01 In this Agreement:

- (a) "Agreement" means this Agreement and any schedules annexed hereto.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Day" means a calendar day unless otherwise stipulated in this Agreement.
- (d) "District(s)", as set out in Schedule B, indicates the geographic area(s) in which the employee chooses to work.
- (e) "Employee" or "Employees" means any person employed in the Bargaining Unit.
- (f) "Employer" means The Best of Care 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 registered mail or delivered via electronic mail with delivery confirmation.
- (j) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (k) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.

(l) "Year" means the calendar year unless otherwise provided.

ARTICLE 3 RECOGNITION

3:01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification order issued by the Newfoundland and Labrador Labour Relations Board dated November 21, 2012.

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 employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

*3:05 Conflict with Employer Policy

In the event that there is a conflict between this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 4 MANAGEMENT RIGHTS

4:01 The Union recognizes and agrees that, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all right, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects.

ARTICLE 5 UNION SECURITY

5:01 Deduction of Union Dues

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

5:02 Notification of Union Dues

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

*5:03 Remittance of Union Dues

Deductions shall be forwarded to the President of the Union by one monthly cheque within a reasonable time after the end of the month that the deductions were made. The cheque shall be accompanied by a list or lists that shows each employee's full name, social insurance number, mailing address, email address, phone number(s) and the amount deducted on that employee's behalf. The list or lists shall also include any additions and deletions that occurred in the previous month.

5:04 Shop Stewards

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

*5:05 Union Leave for Processing Grievances and Complaints

*(a) The work schedules of the grievor and one (1) Shop Steward will be modified to permit attendance at the Grievance meetings with the Employer, without loss of regular earnings. If work schedules cannot be modified, the time spent will be without loss of pay.

(b) In the case of a group grievance (1) employee from the group will be entitled to such leave under the conditions specified in 5:05 (a).

*(c) The Employer recognizes the right of employees to be represented by a full time representative of the Union at any step in the grievance and arbitration procedure. Representation during the grievance procedure may be provided through a telephone conference call.

*5:06

New Employees

- (a) The Employer will notify the Union of the name, address and telephone number of each new hire. The Employer will also provide any contact information (address, email and phone number) for all 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; and
 - *(iii) provide the employee with contact information for the Shop Stewards, 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* nor 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 and environment free from harassment as defined in the Newfoundland and

Labrador *Human Rights Act, 2010*. The Employer shall undertake to investigate alleged occurrences of harassment with all possible dispatch.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

8:02 Step 1

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

Step 2

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

Step 3

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

8:03 Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Owner/Operator or designate or the Union, as the case may be, within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the party filing same became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or

provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02, with the responding party being the Owner/Operator or designate or the Union, as the case may be.

- 8:04 Where a number of employees have similar grievances and each employee would otherwise be entitled to grieve separately, they may present a group grievance to the Owner/Operator or designate within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the employees became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.
- 8:05 Subject to Article 10:01, an employee claiming that she has been unjustly discharged may submit a grievance directly to the Owner/Operator or designate within 5 days after the circumstances giving rise to the grievance have occurred or within 5 days after the employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.
- 8:06 Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to mediation through the Labour Relations Agency's Preventive Mediation Program to see if a settlement can be reached. If no settlement is reached, the grievance procedure shall resume at the point it had reached at the time of such submission.
- 8:07 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.
- 8:08 In calculating the time limits set out in this Article, Saturdays, Sundays and public holidays listed in or proclaimed for the purpose of the *Labour Standards Act* 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 or by the inadvertent omission of a subsequent step in the grievance procedure.

ARTICLE 9 ARBITRATION

- 9:01 In the event that a grievance is not satisfactorily resolved at the conclusion of Step 3 of Article 8:02, the grieving party may, by written notice to the other party given within 20 days of the Step 3 meeting or where no meeting was held, within 20 days after the expiry of the time for conducting such meeting, refer the matter to arbitration in accordance with this Article 9.
- 9:02 Upon receipt of notice of arbitration pursuant to Article 9:01, the parties shall endeavour to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within 30 days after the date of the notice of arbitration, apply to the Minister having responsibility for the Labour Relations Agency 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 public holidays listed in or proclaimed for the purpose of the Labour Standards Act 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 & PERSONNEL FILE

10:01 Probation

Employees shall serve a probationary period of four hundred and eighty (480) working hours from the last day of hire. 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

The Employer has the right to discipline and discharge employees for just cause. Where the Employer is considering taking any form of disciplinary action against an employee, the Employer shall conduct its investigation in an expeditious manner. The Employer shall notify the employee, in writing, of any disciplinary action within seven (7) days of the occurrence or discovery of the matter provided that the Union and Employer may agree in writing to an extension of this time period.

10:03 Right to Union Representation

Where an employee is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, the employee has the right to be accompanied by a Shop Steward. The employee will be informed of the nature of the meeting and be given as much advance notice as possible. It is the responsibility of the employee to inform her Shop Steward.

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 disciplined, she shall be entitled to a copy of any document in the file.

* (b) In the event that an employee is disciplined, the records pertaining to verbal and written reprimands shall be removed from the personnel file of the employee twelve (12) months following the disciplinary action, provided there has been no discipline in the intervening period. It shall be the responsibility of the employee to see that such documents are removed.

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

10:05

(a) 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, up to a maximum of three 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 time line and any possible further compensation to the suspended Employee. If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement.

(b) Unjust Suspension and Discharge

Should it be found that an employee has been unjustly suspended or discharged, the employee shall be compensated in a just and equitable manner.

(c) Criminal Liability

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by the employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed such 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 will meet at least twice per year, or as the need arises, as mutually agreed. The following matters may be discussed:

- (a) Suggestions from employees, questions of working conditions and service, if not covered by the Occupational Health and Safety Committee.

- (b) Other problems and matters of mutual interest which affect the relationship that are not properly the subject matter of a grievance or negotiations.

11:02 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 Employer shall determine whether or not operations will be suspended in a particular area or community. Should such closure or suspension of operation occur, employees will be paid for scheduled hours missed to a maximum of three (3) hours.

*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 (a) Seniority Defined

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

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

13:02 Seniority List

The Employer shall maintain a seniority list for all employees. An up-to-date seniority list shall be sent to the Union and posted in January and July of each year. The seniority list for all employees shall show, subject to Clause 13.04, the last date of hire for each employee.

13:03 Probation for New Employees

After the completion of the probationary period as specified in Article 10:01, seniority shall be 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;
- (c) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of employee or immediate family member verified by a medical certificate or by other reason satisfactory to the Employer. It shall be the responsibility of the employee to keep the Employer informed, in writing, of her current address, telephone number and email address;
- (d) is laid off or in a position outside of the Bargaining Unit for a period longer than 24 months.

13:05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without her consent. If an employee is transferred to a position outside the Bargaining Unit, she shall, subject to Clause 13.04(d), retain her seniority accumulated up to the date of leaving the Bargaining Unit, but will not accumulate any further seniority while outside the unit.

ARTICLE 14 SCHEDULING AND HOURS OF WORK

- 14.01 (a) The parties acknowledge and agree that the particular and unique needs of the Employer's clients are the paramount considerations in determining the need, extent and duration of the services to be provided through employees. It is further agreed that it is in the best interests of clients to schedule hours of work on a flexible, casual basis, and that nothing in this Agreement constitutes a guarantee of

a minimum number of hours to be worked in a day or week, or that scheduled hours will not be reduced.

- (b) In situations where the compatibility between the client and the employee is brought into question, the Employer agrees to meet with the employee and Union to discuss resolution to 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.

In the event that alternate work is not immediately available, the employee shall be placed, relative to seniority, on the recall list.

- (c) Subject to Clause 14:02, the parties recognize that job security should increase with an employee's length of service. In keeping with the principle, and provided that the employee is qualified, able to meet client needs and is readily available, the Employer will schedule employees on a seniority basis to a maximum of forty (40) hours weekly.

14:02 Each employee shall advise the Employer, in writing, of the District in which she is prepared to work and of any maximum number of hours per week she is prepared to accept. Employees 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 any maximum number of hours or the District previously selected; however, the Employer must receive any such notice on or before the 5th day of a month to be considered for available hours of work commencing the following month.

14:03 Additional hours of work that become available will be assigned in accordance with operational requirements to an employee or employees who have expressed a willingness and availability to perform work in the District in question, and who could take such assignment without affecting any other hours of work already assigned to that employee and without exceeding any maximum number of hours designated. Where more than one employee has the requisite willingness and availability for such additional hours, the Employer shall give preference to the employee or employees with the most seniority.

14:04 Employees who are offered additional hours in the District in which they have indicated a willingness to work are expected to accept such hours. An employee who refuses such hours three times within a twelve-month period without providing a reason satisfactory to the Employer, may not be offered additional hours for 6 months from the date of last refusal.

- 14:05 When the Employer has exhausted the list of employees who have indicated a willingness to work in a District and all hours of work have not been accepted, the Employer shall be free to offer such hours to other employees without regard to their seniority. Such other employees may decline such hours without affecting their seniority or work opportunities in the District in which they have indicated a willingness to work.
- 14:06 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 40 hours per week.
- 14:07 The scheduling of weekend assignments shall be on a rotational basis. Subject to changes in staff levels and client load, employees may be required to work every second weekend. Employee's preference to work weekends may be accommodated through mutual agreement.
- 14:08 The scheduling of evening and night shifts will be on a rotational basis. The Employer will make every reasonable effort to accommodate an employee's preference to work evenings or nights.
- 14:09 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.
- 14:10 Employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the immediate supervisor.
- 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 A employee is not obligated to accept a shift that is less than three (3) hours in duration with the exception of staff meetings 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 scheduled shift, provided a replacement shift is not immediately available.
- 14:14 Whenever possible, scheduled hours will be known by employees a week in advance. Scheduled hours are subject to change based on client needs and the availability of employees.

14:15 Recall List

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.

14.17 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.

*14:18 The Employer shall not take any regularly scheduled hours from one employee to give to another employee in order to accommodate the Employer's needs and not those of the Client.

*14:19 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.

ARTICLE 15 OVERTIME

15:01 Overtime

All time worked by an employee in excess of 12 hours per day or 40 hours per week shall be considered overtime. All overtime is subject to the prior approval of the Employer.

15:02 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.

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 Daily Hours

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

15:05 In the event that an employee's shift is extended beyond twelve (12) hours, the Employer will provide either a meal or a meal allowance of \$20, at the Employer's option.

ARTICLE 16 HOLIDAYS

16:01 (a) The following are recognized as paid holidays:

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

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

(c) An employee who does not work on a statutory holiday identified in Clause 16.01 (a), and who has been employed for at least thirty (30) days, will receive a prorated day's pay based on the average hours worked per day in the twenty-eight (28) days immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past twenty-eight (28) days by twenty (20).

16.02 Christmas and New Years

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 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.

ARTICLE 17 VACATION PAY AND VACATION LEAVE

17:01 Vacation Rates

An employee shall be entitled to vacation pay as follows:

- (a) Employees with less than five (5) calendar years of service with the Employer since her last date of hire, at the rate of four percent (4%) of all regular hours paid.
- (b) After five (5) calendar years of service with the Employer since her last date of hire, but less than ten (10) calendar years of service with the Employer since her last date of hire, at the rate of six percent (6%) of all regular hours paid.
- (c) After ten (10) calendar years of service with the Employer since her last date of hire, at the rate of eight percent (8%) of all regular hours paid.

17:02

- (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 the signing of this agreement or upon hiring of a new employee. 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 in writing no later than December 15th of the previous year. This election, once made, cannot be changed throughout remainder of the vacation year.

- * (c) Provided that sufficient notice is provided by the employee, banked vacation pay will be paid by direct deposit prior to the commencement of the employee's scheduled vacation leave. Any vacation pay that is not paid out or scheduled to be paid out during the vacation year in which it is earned will be paid out on or before December 15th.

- 17:03 (a) Subject to Article 17:02, the Employer will make all reasonable efforts to grant employees two 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 vacation period requested. Requests for vacation during the months of June to August must be submitted, in writing, to the Employer no later than April 15th.
- (b) It is understood that when an employee requests and is granted vacation in blocks of less than two (2) consecutive weeks these vacation days will be deducted from the employee's entitlement.
- (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 seniority.

ARTICLE 18 SICK 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 for the purpose of attending medical appointments.

*18:02 Sick leave Entitlement (October 17, 2015)

Employees who have worked a minimum of 1000 hours in the previous calendar year shall be eligible for sick leave in the amount of two 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 one thousand (1000) 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 unused sick leave cannot be carried forward to a subsequent year.

Transition to new entitlement shall be done on a prorated basis as of date of ratification (October 17, 2015).

*18:03 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.
- (b) As soon as the employee makes a medical appointment that may cause her to be absent from work, the employee shall provide her immediate supervisor with notice of such appointment.
- (c) The employee shall inform her immediate supervisor in advance of the date of her return to work.

18:04 Injury on Duty

An employee who is injured during working hours will be treated in accordance with the *Workplace Health, Safety and Compensation Act* and Regulations.

ARTICLE 19 UNPAID FAMILY LEAVE

- 19:01 (a) Subject to Clause 19.01 (b), an employee shall be granted unpaid family leave 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 19.01 (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 20 LEAVE - OTHER

20:01 Leave for Negotiations

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

20:02 Leave Without Pay for Union Business

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

20:03 Bereavement Leave

- (a) Immediate Family:

Provided that she has been employed with the Employer for at least thirty (30) days since her last date of hire, if a death occurs in the immediate family of an employee, the employee shall be granted three (3) working days' leave with pay, to a maximum of twenty-one (21) hours, immediately following the death. For the purpose of this clause, "immediate family" is defined as the employee's mother, father, brother, sister, child, spouse, legal guardian, grandparents,

grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

(b) Leave to attend Funeral:

Employees, subject to the provision of 48 hours' notice, are entitled to bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew.

* (c) This provision is inclusive of step-relations.

20:04

Pregnancy Leave and Parental Leave

- (a) Pregnancy 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 pregnancy leave without pay to commence not earlier than 17 weeks prior to the expected date of birth. The employee shall give the Employer at least 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 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 2 weeks written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this clause shall be 17 weeks for pregnancy leave and 35 weeks for parental leave for a combined maximum of 52 weeks in total.
- (e) The employee shall give at least 4 weeks written notice of his or her intention to return to work and, in the case of pregnancy leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from pregnancy or parental leave, the employee shall resume her former duties at her former position on the wage grid, subject to the availability of work.
- (g) Subject to Article 18:02, an employee who, before commencing pregnancy 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 pregnancy or parental leave, employees shall not earn any benefits of this Agreement, except seniority.

20:05 Adoption Leave

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

20:06 Paid Jury, Court or Jury Selection

The Employer shall grant leave of absence to an employee who is summoned to jury service, serves as a juror or who is subpoenaed to give evidence in a court proceeding and shall, if and as required by the *Jury Act*, continue to pay the employee's wages and benefits, provided that the employee presents proof that such evidence has been required and she has attended in compliance with such requirement.

20:07 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.

20:08 Educational Leave

An employee who is upgrading her employment qualifications through an Employer-approved upgrading course shall be entitled to leave of absence without pay to write examinations required by such course. The employee

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

ARTICLE 21 CLASSIFICATIONS AND WAGES

- 21:01 (a) Employees shall be paid wages as set out in Schedule "A".
- (b) Timesheets are required to verify work performed. Employees are responsible for the accurate completion of timesheets. Timesheets will not be signed in advance by the client or employee.
- (c) The Employer shall develop and maintain job descriptions for each bargaining unit position. Copies of these job descriptions will be made available to the employees and the Union within three (3) months of the signing of this agreement.

21:02 Payment of Salary Wages

- (a) Employees shall receive their salary on a bi-weekly basis through a direct deposit system. For each payday, each employee shall be provided with an itemized statement of her wages, overtime, vacation bank balances, group insurance premiums , and all other payroll deductions. Payday shall be every second Friday.
- Employees are responsible to ensure they have submitted their hours via timesheet or other method acceptable to the Employer within the time frames established by the Employer.
- (b) Employees must have submitted all required payroll documentation, including banking information for direct deposit, seven (7) days prior to the end of the pay period.

21:03 Employees shall be provided, upon request, with a T2200 Declaration of Conditions of Employment form.

ARTICLE 22 NO STRIKE/LOCKOUT

22:01 The Employer agrees that there shall be no lockout during the term of this Agreement. Where it is alleged that this provision has been violated, the Union may file a grievance at Step 3 of Article 8:02.

22:02 The Union agrees that during the term of this Agreement there shall be no strikes, suspensions or slow-down of work, picketing by members of the Union or any other interference with the Employer's business. Where it is alleged that this provision has been violated, the Employer may file a grievance at Step 3 of Article 8:02.

22:03 A violation of Article 22:02 may constitute cause for discipline, but such discipline may be the subject of a grievance filed at Step 2 of Article 8.02.

ARTICLE 23 TERMINATION AND LAYOFF

23:01 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) week's notice where possible.

23:02 Layoff and Recall Procedure

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

ARTICLE 24 HEALTH & SAFETY

24:01 Worker's Compensation

- (a) The Workplace Health, Safety and Compensation Act, as defined by the legislation, shall cover eligible employees. Employees must report all injuries in accordance with the Act.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is covered under the Workplace Health, Safety and Compensation Act return to her former duties, and if the Workplace Health, Safety and Compensation Commission determines that the employee cannot perform her former duties, to another work assignment within the Bargaining Unit.
- (c) (1) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of

this Agreement except that they will not lose any accumulated seniority.

- (2) Employees who are on modified duties or easeback, shall earn the benefits of their Agreement, including seniority, based on the number of hours worked.

24:02 On-the-Job Training

Employees required by the Employer to participate in on-the-job training in a client's home shall be considered to have worked for all hours spent in such training.

24:03 Clothing

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

24:04 First Aid (Effective June 2, 2013)

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

24:05 Vaccinations

The Employer shall pay the cost of any Employer required post hire vaccinations for employees with more than one (1) calendar year of service since their last date of hire.

24:06 Communicable Diseases

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

ARTICLE 25 DURATION OF AGREEMENT

- *25:01
- (a) This agreement shall be in full force and effect from the date of signing until June 30, 2018.
 - (b) Wage package as per Schedule "A".

25:02

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

SCHEDULE A

Classifications

Home Support Worker

Wages

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, less required deductions, to each employee on the Employer's seniority list as of the date of ratification.

SCHEDULE B- DISTRICTS

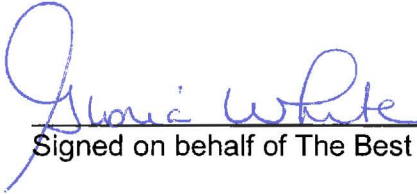
1	Trepassey, St. Shott's
2	Peter's River, St. Stephen's, St. Vincent's
3	Gaskiers, Point La Haye, St. Mary's Centre
4	Riverhead
5	Mall Bay
6	St. Joseph's, O'Donnell's, Admiral's Beach
7	Mount Carmel, St. Catherine's, Mitchel's Brook
8	Colinet, North Harbour, Harricott
9	Holyrood, Harbour Main


The Employer has the right to add or subdivide Districts.

LETTER OF UNDERSTANDING

RE. MEDICAL/DENTAL PLAN

This letter confirms that for the duration of this Agreement the Employer shall continue to make available to members of the bargaining unit the medical benefit plan provided through Great-West Life with 100% of premiums payable by employees. Participation in the plan is optional for each employee.


Signed on behalf of The Best of Care Ltd.


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

Nov 20, 2015
Date

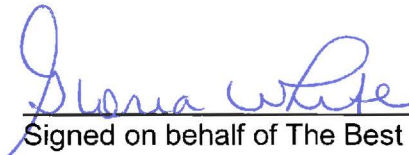
Dec 16/15
Date


LETTER OF UNDERSTANDING

RE. TRAVEL

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.


Signed on behalf of The Best of Care Ltd.


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

Nov 20, 2015
Date

Dec 16 / 15
Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 20th day of November, 2015.

SIGNED ON BEHALF OF THE BEST OF CARE LTD. in the presence of the witness hereto subscribing:

Witness

Gloria White
Colleen St. Croix
Pamela Hertz
R. Klemmas

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

Hail Quinlan

Witness

Jerry Eves
Sybilina Penney
Sherry Lynn St. Croix
Ally

