

June 2024



**MASTER
TENTATIVE
AGREEMENT:
Home Care
Group of 22**

HOME CARE GROUP OF 22 MASTER TENTATIVE AGREEMENT **2024**

ARTICLE 3 RECOGNITION

3.05 Gender and Singular and Plural

For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice versa as the context may require. **The Union and the Employer agree to incorporate gender neutrality throughout this agreement. This may change the grammar associated with the Clause but not the intent of the language.**

ARTICLE 5 UNION SECURITY

5.06 New Employees

a) The Employer will, **within a reasonable time after the end of the month**, notify the Union of the name, address, and telephone number of each new employee.

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.

In addition to the physical bulletin board Employers' may provide an online electronic bulletin board.

ARTICLE 7 SEXUAL AND PERSONAL HARASSMENT

7:01 Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which sexual and personal harassment do not exist. The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment in accordance with the Human Rights Act, 2010, and the Occupational Health and Safety Act, and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a Employee has taken place, the Employer shall take appropriate action to ensure that such harassment ceases, and that the victims rights are protected.

7:02 **Definition of Sexual Harassment**

Although there is no universally agreed definition, sexual harassment in the workplace may be broadly defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences for the victims. Sexual harassment may include, but is not limited to, comments, transmittal of written or digital media, gestures, or physical contact of a sexual nature that is known or ought reasonably to be known to be unwelcome, objectionable, or offensive. The behaviour may be on a one-time basis but often involves a course of conduct or a series of incidents. It is unsolicited, usually one-sided, and may be coercive. Sexual harassment may involve unwelcome sexual advances or demands, and the threat of reprisal for refusing.

7:03 **Definition of Personal Harassment**

Personal harassment is inappropriate vexatious conduct or comment by a person to an employee that the person knew or ought to have known would cause the employee to be humiliated, offended, or intimidated.

ARTICLE 8 **GRIEVANCE PROCEDURE**

8.06 **Mediation**

Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the ~~Department of Advanced Education, Skills and~~ **Minister responsible for** 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.

ARTICLE 9 **ARBITRATION**

9:02 **Sole Arbitrator**

Upon receipt of notice of arbitration pursuant to Article 9:01, the parties shall endeavour to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within 30 days after the date of the notice of arbitration, apply to the ~~Department of Advanced Education, Skills and~~ **Minister responsible for** 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.

9:06 **Excluded Days** **(Spelling correction)**

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 10 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

10.01 **Labour Management Committee**

It is agreed that a Labour-Management Committee will comprise of up to four (4) but no less than two (2) from both the Bargaining Unit and Employer representatives from each ~~Regional Health Authority~~ **respective Zones under NL Health Services** in which the Employer operates. The members of the committee will be generated from the offices that the agency operates within each ~~Regional Health Authority~~ **respective Zone**. This committee will meet at least once per quarter, or as the need arises, as mutually agreed.

ARTICLE 11 SEVERE WEATHER CONDITIONS

- 11.01 (b) No employees shall be required to travel on Employers business outside their district during severe weather conditions or declared state of emergency. Accommodations or alternate travel shall be provided by the Employer where prior approval is granted when an employee is unable to continue due to the above conditions.
(Spelling correction)

ARTICLE 12 PROBATION, DISCIPLINE AND PERSONNEL FILE

12.02 Discipline

(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) **days shift**. 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.

ARTICLE 13 SENIORITY

13.01 **Seniority Defined**

- (a) Subject to Clause 13.01 (c) and Clause 13.04, seniority ranking for all employees shall be determined by the employees' date of hire with the employer. **(Grammar correction)**

13.04

Loss of Seniority

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

- (a) ~~is~~ **are** discharged for just cause and ~~is~~ not reinstated by an Arbitrator, or under the Grievance Procedure;
- (b) ~~is~~ **are** laid off or in a position outside of the Bargaining Unit for a period longer than twenty-four (24) months.

(Pronoun and Grammar Correction)

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.02

Procedures for Filling Vacancies

If a position becomes available at a higher classification, the position shall be offered based on seniority to employees who meet the clients' requirements regardless of hours currently scheduled. **(Grammar correction)**

ARTICLE 15 HOURS OF WORK

15.01

Nature of Work

- (b) (ii) **Incompatibility Third Party**

Subject to 15.01 (b) (i), in situations where ~~an incompatibility compatibility~~ **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 to the third party to discuss and determine if incompatibility can be resolved. If incompatibility cannot be resolved, the Employer shall offer the employee alternate work based on employee's updated availability form which shall be communicated in writing to the Employer at the onset of the incompatibility. In the event that alternate work is not immediately available, the employee shall be placed, relative to **their** seniority on the recall list. **(Pronoun and Grammar Correction)**

- (c) **Maximizing Hours**

Subject to Clause 15.02, the parties recognize that job security should increase with an employee=s length of service. In keeping with ~~the~~ **this** 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. **(Grammar correction)**

15.03 **Additional Hour Assignment**

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

15.11 **Consecutive Hours of Work**

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

15.19 **Standby Pay**

In the event that the Employer requires an employee to be available for standby duty, the employee shall be paid ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)** for each eight (8) hour period of standby or part thereof.

No compensation shall be granted for the total period of standby duty if the Employee does not report for work when required.

15:21 **Rest Periods**

The Employer recognizes the employees' 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. **(Grammar correction)**

ARTICLE 16 OVERTIME

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

In situations where the minimum overtime rate, as per **L**abour **S**tandards, 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. **(Grammar correction)**

- 16.06 (a) In situations where an employee is scheduled for a shift of twelve (12) hours or more and ~~her~~ **their** scheduled shift is extended more than one (1) hour past the end of ~~her~~ **their** shift, the employee shall be reimbursed up to ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)** for ~~a meal allowance~~ **meals and the cost associated with delivery.** **Receipts shall be submitted to the Employer for reimbursement.**

ARTICLE 17 HOLIDAYS

- 17.01 (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 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). **(Grammar correction)**

ARTICLE 18 VACATION LEAVE

18.02 **Vacation Pay**

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

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

- NEW (d) Employees' may request, in extenuating circumstances, payment in lieu of vacation. Requests must be in writing. Payment shall be included on the next payroll.**

ARTICLE 19 SICK LEAVE

19.01 **Sick Leave Defined**

An employee who is absent from a scheduled shift on approved sick leave, shall be granted sick leave with pay when unable to perform the duties of their position because of illness or injury (excluding

Workers' Compensation injuries) provided that the employee is not otherwise receiving pay for that day and provided that the employee has sufficient sick leave credits.

In calculating sick leave, an employee shall be paid for hours scheduled. Where sick leave extends beyond the posted schedule, an employee shall be paid according to the average payroll for the eight (8) weeks prior to commencement of the sick leave.

19.02

Entitlement

Effective April 1, 2025, Employees who have worked a minimum of five hundred (500) hours in the previous calendar year shall be eligible for sick leave in the amount of two (2) percent of hours worked in the previous calendar year to a maximum of forty (40) hours' entitlement. New hires who have completed one (1) year of service shall become eligible after working five hundred (500) hours in the previous twelve (12) months and will have the hours calculated on a prorated basis from date of hire to December 31st.

Unused Sick Leave Credits can be carried over to a maximum accumulation of four hundred (400) hours.

19.03

Sick Leave Records

A record of sick leave will be kept by the Employer. Upon request, an employee will be advised of the amount of sick leave accrued.

19.04

Employee to Inform Employer

The Employee shall provide her immediate supervisor a minimum of four (4) hours notice if they are unable to report to work because of illness or injury. In the event that illness or injury occurs less than four (4) hours prior to the start of shift, employee will provide the employer with as much notice as possible.

19.05

Medical Certificate

The Employer reserves the right to require medical certification and/or a prognosis of an employee's recovery as it relates to the employee's ability to provide regular and reasonable attendance at work and/or to meet the requirements of the position.

19.06

Payment for Prognosis

Where the employee is required to submit a medical prognosis from a physician, the Employer shall be responsible for paying the full costs of such prognosis.

19.07

Return from Sick Leave

Subject to Article 15, when an employee returns from sick leave they

shall be scheduled as soon as reasonably possible to no fewer hours than what they were working prior to the beginning of their sick leave.

The employee shall inform their immediate supervisor in advance of the date of their return to work.

19.08 **Hospitalization During Vacation**

An employee who is hospitalized during vacation shall be entitled to paid sick leave (if accumulated) for the period of hospitalization. Employer reserves the right to request verification of hospitalization.

19.09 **Leave of Absence Request**

Employees who are off sick beyond their sick leave accumulation are required to request an official leave of absence, if they intend to return to work. The request shall not be unreasonably denied.

19.10 **Duty to Accommodate**

Employees requesting modified work schedules and/or duties are required to provide medical certification. The Employer acknowledges its obligation to accommodate employees to the point of undue hardship.

ARTICLE 21 LEAVE - OTHER

21.01 **Leave for Negotiations**

Where operational requirements permit and provided at least fourteen (14) days written notice has been provided to the Employer in advance, **unless otherwise agreed by the parties**, leave without pay and without loss of seniority shall be granted ~~This leave will be contingent on operational requirements for up to three (3)~~ to members of the Negotiating Committee while attending negotiations with the Employers **covered under this Agreement.**

21.03 **Bereavement Leave**

(a) (i) If a death occurs in the immediate family of an Employee, the Employee shall be granted three (3) working days leave with pay to a maximum of ~~twenty-one (21)~~ **twenty-four (24)** hours with the leave being accessed within seven (7) calendar days of the death. Employer reserves the right to request proof of death.

In the event of a delayed **funeral**/internment, entitlement can be reserved to be accessed to correspond with the internment **and/or the funeral ceremony**

(iii) **Definitions of Immediate Family**

Immediate family is defined as the Employee's mother, father, brother, sister, child, spouse, legal guardian, grandparents, grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchild, and **fetus who is lost due to a miscarriage in the second or third trimester or infant who is lost due to a stillbirth.**

21.07 **General Leave Unpaid Common and Extended Leave**

~~Upon written request the Employer may, at its discretion grant an Employee a leave of absence without pay, on such terms and conditions as it and the Employee may agree.~~

In accordance with Article 15NEW (a) **Unpaid Common Leave**

With the approval of the Employer, an Employee may be granted unpaid common leave, without loss of seniority, in exceptional circumstances. This unpaid common leave is only for periods of less than sixteen (16) weeks.

NEW (b) **Extended Unpaid Leave**

With at least thirty (30) days written request, an Employee who has completed at least five (5) years of service shall be granted extended unpaid leave to a maximum of twelve (12) months without loss of seniority, provided that such leave shall not cause an unreasonable interference with the Employer's operation. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of extended unpaid leave an Employee may request under this Clause is sixteen (16) weeks.

21.09 NEW **Family Violence Leave**

In accordance with Part VII.7 of the NL Labour Standards Act:

ENTITLEMENT

(a) An employee, having been employed with the same employer for a continuous period of 30 days, shall be granted by their employer a period of family violence leave of 3 days paid leave and 7 days unpaid leave in a year where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or

seriously affected by family violence or has witnessed family violence by

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee;
- (iv) a person who is or has been a caregiver to the employee; or
- (v) any other person who is a member of a class of persons prescribed in the regulations.

- (b) Notwithstanding 21.09 (a), an employee shall not be granted a leave of absence under this Part unless it is
 - (i) to allow the employee or a person to whom the employee is a parent or caregiver to seek and receive medical attention, counselling or other services from a health professional for physical, psychological or emotional harm or an injury or disability that is a result of the family violence;
 - (ii) to allow the employee or a person to whom the employee is a parent or caregiver to seek and receive services provided by a transition house, a policing agency, the government of Canada, the government of a province or municipality or any organization that provides services to persons who have been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or have witnessed family violence;
 - (iii) to allow the employee to move his or her place of residence;
 - (iv) to allow the employee or a person to whom the employee is a parent or caregiver to seek and receive legal services or assistance including services or assistance with respect to his or her participation in or the enforcement of a legal proceeding relating to or as a result of the family violence; or
 - (v) for a purpose prescribed in the regulations.
- (c) An employee who wishes to take a leave of absence under this Part may be required to provide the employer with reasonable verification of the necessity of the leave in accordance with the regulations.
- (d) The wages to which an employee is entitled under 21.09 (a), shall be calculated by multiplying the employee's hourly rate of pay by the average number of hours worked in a day in the 3 weeks immediately preceding the family violence leave.

- (e) An unused portion of the period of leave provided for in this section expires at the end of the year in which it was granted.

NOTICE

- (f) (i) An employee who intends to take family violence leave under this Part shall give written notice to their employer as soon as possible before the leave is to begin of that intention, unless there is a valid reason why that notice cannot be given.
- (ii) An employee who gives notice under 21.09 (a), shall include in that written notice to the employer the length of the leave of absence that the employee intends to take.

EMPLOYEE PROTECTION

- (g) (i) An employer shall not dismiss an employee or give notice of dismissal to an employee because an employee intends to take, applies for or takes a leave of absence under this Part.
- (ii) Where an employee is dismissed by his or her employer contrary to 21.09 (a), the onus of proving that the reason for dismissal is unrelated to the family violence leave rests with the employer.
- (iii) An employer shall reinstate an employee at the end of their leave of absence under this Part on terms and conditions that are not less beneficial than those that subsisted before the leave of absence began.
- (iv) Unless the employer and the employee otherwise agree, a period of leave under this Part does not count towards the application of the rights, benefits and privileges, as referenced under the *Labour Standards Act*, but the period worked upon resumption of employment after leave shall be considered, for the purpose of this Article, to be continuous with the period worked before the leave.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.02 Availability of Salary

- (a) (ii) Employees shall receive their wages on a bi-weekly basis ~~through a delivery method to be determined by the Employer~~ **via direct deposit or other generally accepted practice.**

- NEW (d) When an Employee discovers a discrepancy on their pay statement where they are underpaid due to an error by the Employer, the discrepancy shall be corrected via an off-cycle**

payroll run within three (3) Business Days of notification from the Employee to the Employer. Employees are responsible to review their pay records and report any discrepancies to the employer within 30 days of receipt of their payroll statement.

22.03 Travel Reimbursement

(a)

Shifts/6 Months	Allowance
50 – 124	\$200.00
125 – 187	\$300.00
188 – 250	\$400.00
250+	\$500.00

Commencing covering period October 2024 – April 2025, reimbursement for the purposes of employee travel shall be allotted to employees covered under this agreement. The allowance is based on the number of shifts per 6-month period and shall be calculated and paid automatically by the Employer. Covering periods shall be April-September and October-March, and the travel reimbursement allowance shall be paid to employees by November 1st and May 1st.

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 banked vacation and/or overtime on their next scheduled pay period. **(Grammar correction)**

24.02 Recall

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

24.03 Definition of Layoff

For the purpose of this Article, a layoff means the temporary cessation of employment due to shortage ~~of~~ ~~of~~ work. It is understood that a periodic reduction in scheduled hours due to temporary or intermittent shortage of

work does not constitute a layoff. A Layoff notice shall be in writing and **hand** delivered ~~by hand~~, **delivered via** registered mail, or delivered via electronic mail with delivery confirmation. When requested by an employee, in writing, a record of employment (ROE) shall be given after any seven (7) consecutive day period without work.

ARTICLE 25 HEALTH AND SAFETY

25.01 **Workers' Compensation**

(c) (i) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of this Agreement except that they will not lose any accumulated seniority **or service for the purpose of calculating vacation.**

25.02 **Protective Clothing**

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

25.03 **First Aid**

An employee is responsible to have or to obtain first aid certification upon employment. The Employer shall pay for enrolment and required materials fee for First Aid re-certification for employees with more than two (2) years of service. Employer reserves the right to choose the course provider. If an Employee fails to complete the scheduled course the Employee will be responsible to obtain re-certification at their own expense. The Employer shall endeavour to coordinate a time acceptable to the employee to attend a course. **In the event that hours are lost the Employer shall attempt to reschedule lost hours. The employee is expected to accept such hours when offered.**

25.04 **Vaccinations**

The **E**mployer shall pay the cost of any Employer required post hire vaccinations for employees. **(Grammar correction)**

25.05 **Client Medical History**

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

25.06 **Employee Safety**

(a) ~~The~~ **E**mployees shall report all incidents of Workplace Violence to their Employer, verbal abuse, physical abuse, sexual harassment and sexual assault. All incidents of workplace violence shall be

communicated to the Occupational Health & Safety Committee. Where the Employer determines that an employee may be at risk in attending to her **their** 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.

ARTICLE 26 DURATION

26:01 This Agreement shall be in full force and effect from the date of signing up to and including **March 31, 2028**

SCHEDULE A – CLASIFICATION & WAGES

Classification	Apr 1, 2024	Apr 1, 2025	Apr 1, 2026	Apr 1, 2027
Home Support	\$18.00	\$18.75	\$19.45	\$20.15
Supervised Access	\$18.00	\$18.75	\$19.45	\$20.15

NOTE: Client Specific Differentials will receive the same increases as per the Home Support Worker classification

SCHEDULE B - EMPLOYERS/BARGAINING UNITS

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

TRANSITIONAL APPENDICES

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

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

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

Home Sweet Home Care Agency Inc.
Angels Touch Ltd.

Southcoast Homecare Inc.
Caring Hands Inc.

***The above Collective Agreements are to be reviewed and there shall be no loss of greater benefits for any employees hired prior to the date of signing.**

Transitional Appendix "A"

<u>Classification</u>	<u>Client/Agency Specific</u>	<u>Differential/Hr</u>
Home Support Worker - Client Specific	Comfort	\$0.83
Home Support Worker - Client Specific	Comfort	\$1.00
Home Support Worker - Client Specific	Compassion	\$1.00
Home Support Worker - Client Specific	Exploits	\$1.75
Home Support Worker - Client Specific	Helping Hands	\$2.42 \$3.30
Home Support Worker - Client Specific	Horwoods	\$1.33
Home Support Worker - Client Specific	Loving Hands	\$0.36
Home Support Worker - Client Specific	Provincial	\$1.00
Home Support Worker - Client Specific	Total Care	\$1.00
Home Support Worker – Client Specific	Quality Homecare	\$2.37
Home Support Worker – Client Specific	A Better Living	\$1.65
Home Support Worker - Client Specific	Helping Hands	\$1.00
Home Support Worker - Client Specific	Provincial	\$1.45

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

Transitional Appendix "B" – A Better Living Home Care Ltd.

Medical / Dental Plan

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

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

Renew until New Plan comes into effect**Transitional Appendix “C” - Bettercare Home Care****Vacation Leave**

An employee shall be entitled to vacation pay as follows:

Employees with less than five (5) calendar years of service, at the rate of six percent (6%) of all regular hours paid.

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

Travel

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

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

When, in the course of **his/her their** duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or, with the approval of the Employer, **he/she they** may be permitted to use **his/her their** own vehicle and be reimbursed as follows:

<u>Effective Date</u>	<u>Rate</u>
2012 07 01	35¢ per km.

Employees who, at the request of the Employer, make their vehicle available for use on the Employer's business, shall be reimbursed, on receipt of invoice, for the difference between private and business insurance, or for any other vehicle insurance requirements in the performance of their duties. Employees in this category shall provide proof of a valid driver's license. In the event of resignation of an employee less than 6 months after reimbursement, the employee will repay a pro-rated amount back to the Employer.

Medical / Dental Plan

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

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

Renew until New Health Plan comes into effect**Transitional Appendix “E” – Helping Hands Home Care Services Ltd.****Medical / Dental Plan**

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

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

Renew until New Plan comes into effect**Transitional Appendix “F” – Horwood’s Home and Community Support Services Inc.****Sick Leave Entitlement**

Employees who have worked a minimum of ~~1000~~ **500** hours in the previous calendar year shall be eligible for sick leave in the amount of three (3) percent of hours worked in the previous calendar year to a maximum of 60 hours entitlement. New hires who have completed one (1) year of service shall become eligible after working ~~1000~~ **500** hours in the previous 12 months and will have the hours calculated on a prorated basis from date of hire to December 31st.

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

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

Unused sick leave credits can be carried over to a maximum accumulation of four hundred (400) hours.

Travel**Transportation Allowance**

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

Business Insurance Differential

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

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

Renew**Transitional Appendix “G” – Loving Hands Home Care Services Ltd****Travel**

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

Delete**NEW Transitional Appendix “G” – Caring Hands Inc.****Justice and Dignity**

In situations where the Employer is unable to investigate a matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay. If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement.

Transportation Allowance

When, in the course of his/her duty, an employee is required to travel on the Employer’s business, transportation shall be provided by the Employer or, with the approval of the Employer, he/she may be permitted to use his/her own vehicle and be reimbursed as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	35¢ per km.

Employees who, at the request of the Employer, make their vehicle available for use on the Employer’s business, shall be reimbursed, on receipt of invoice, for the difference between private and business insurance, or for any other vehicle insurance requirements in the performance of their duties. Employees in this category shall provide proof of a valid driver’s license. In the event of resignation of an employee less than 6 months after reimbursement, the employee will repay a pro-rated amount back to the Employer.

Employees utilizing a client’s vehicle, at the request of the Employer, shall be provided with proof of insurance coverage for that employee.

Mileage claims shall be submitted with time sheets and shall be paid within two (2) weeks after they have been submitted.

Transitional Appendix “H” – Maximum Home Support Services Inc.

Travel

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

Renew

Transitional Appendix “I” – Rosemore Homecare Services

Travel

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

Renew

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

Sick Leave Entitlement

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

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

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

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

Renew**Travel**

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

Renew**Transitional Appendix "K" – The Best of Care Ltd.****Districts**

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

The Employer has the right to add or subdivide Districts.

Renew**Transitional Appendix "L" – All Care Home Support Ltd.****Districts**

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

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

Renew

NEW Transitional Appendix “M” – South Coast Home Care Inc.

Definition

“Vacancy” means any position that the Employer requires to be filled which consists of twenty-five (25) hours or more per week for an anticipated duration of at least sixteen (16) weeks or more as outlined in Clause 14.01.

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 five (5) working days. 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.

PROMOTIONS AND STAFF CHANGES

14.01 Transfers and Promotions

- (a) Subject to 14.01 (b): For the purpose of the Article, vacancy is created in each of the following circumstances:
- (i) The resignation or retirement of an employee who regularly works twenty-five (25) hours or more per week;
 - (ii) The addition of a new client requiring twenty-five (25) hours or more care per week for an anticipated period in excess of sixteen weeks; or
 - (iii) The creation of a new permanent position within the bargaining unit.

It is agreed that available hours of less than twenty-five (25) hours per week will be assigned in accordance with the scheduling provisions of Article 15.

- (b) Where the Employer determines that a vacancy exists within the bargaining unit, or when a new permanent position is created within the bargaining unit, and the Employer determines that the position is to be filled, the Employer shall fill the vacancy in accordance with the procedure outline in Clause 14.02.

14.02 Procedures for Filling Vacancies

- (a) In order to respond to immediate client needs, the Employer may appoint an existing employee or hire a temporary employee to fill the vacancy on a temporary basis until the job posting and transfer process is completed.

- (b) The Employer shall post in the Office a notice of all vacancies for a period of seven (7) calendar days and will, at the same time, provide a copy of this notice to each individual employee via email.
- (c) In filling such vacancy referred to in clause 14:02 (b), the employer shall give preference to the applicant with the most seniority provided the employee is qualified and able to meet the Employer's standards.
- (d) If the transfer/promotion of an existing employee into the vacancy results in the employee having to cease providing care to one or more of her existing clients, such transfer/promotion will not be implemented until a replacement has been assigned to the employee's former clients.
- (e) Should the Employer be unable to fill the vacancy from within the bargaining unit, the Employer may hire from outside the bargaining unit.
- (f) Where possible, appointments from within the bargaining unit shall be made within four (4) weeks of the vacancy.

14.03 Trial Period

A trial period shall only apply when employees are awarded a different classification. The successful applicant shall be placed on a trial period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. If during the trial period the employee proves unsatisfactory, as assessed by the Employer, or if the employee is unable to perform the duties of the new job classification, she shall be returned to her former position and wage or salary rate without loss of seniority. Any other employee promoted, transferred or hired because of the re-arrangement of positions shall also be returned to her former position or status and wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to ~~his/her~~ **their** former position prior to the completion of the trial period.

14.04 Transfers

Effective on the signing of the Collective Agreement, this Article shall be implemented on a go-forward basis. 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.

SCHEDULE B

DISTRICTS

St. Alban's
Head of Bay
Pool's Cove

St. Joseph's Cove
Milltown
Harbour Breton

St. Veronica's
Morrisville

Any other communities in which the Employer has clients.

NEW Transitional Appendix "N" – Home Sweet Home Care Agency Inc.

SCHEDULE B

DISTRICTS

St. John's
Pouch Cove
Kilbride
Placentia Area.

Bell Island
Conception Bay South
Mount Pearl
Cape Shore (Point Verde to Branch)

Torbay
Goulds
Paradise

LETTER OF UNDERSTANDING

AGREEMENT ON COMBINING PLACENTIA HOME CARE AND HOME SWEET HOME CARE AGENCIES INTO ONE CONTRACT AND ONE BARGAINING UNIT - HOME SWEET HOME CARE AGENCY

In recognition of the merger between Placentia Home Care and Home Sweet Home Care Agency, these Agencies, on a go forward basis, will operate as one Agency under the name of Home Sweet Home Care Agency.

NAPE and Home Sweet Home Care Agency hereby agree that the terms and conditions of employment contained in the Home Sweet Home Care Agency Collective Agreement will apply to all employees of the previous agencies of Placentia Home Care and Home Sweet Home Care; Collective Agreements expiry dates June 30, 2014.

Seniority for all employees will be dove-tailed and will be based on the date of hire.

Health and Medical Plan

The Employer and NAPE shall work together to create a Trust (The Home Care Trust) to own and operate a group insurance plan (The Plan). The Parties, under The Home Care Trust, will establish a mandatory group insurance plan ("The Plan") as agreed upon by the parties to this Collective Agreement. The Plan shall be open to all NAPE members who work with Home Care Employers both inside and outside the Group of 22. Coverage under The Plan shall be provided to Employees who work 25 hrs. or more per week, averaged over the previous 6 months with a single Employer. The Policy Holder will be The Home Care Trust. Eligible participants are

limited to employees who are members of a certified NAPE bargaining unit. The plan will be cost-shared by the Employer and eligible participant employees. This plan shall commence one (1) year from the date of signing of the Collective Agreement.

Within sixty (60) days, the parties will establish a Joint Committee to oversee the established plan. The Joint Committee will be co-chaired by 1 representee appointed by NAPE and 1 appointed by The Employer. In addition to the co-chairs, the committee will have three (3) members appointed by the Employer(s) and three (3) members appointed by NAPE. The parties will provide the Committee with the resources to effectively oversee and make determinations in the best interest of plan participants and plan sustainability. Costs of Committee members shall be the responsibility of the party that is represented by the Committee member. The Committee will monitor the plan, meet quarterly or as determined by the co-chairs, and on an annual basis will review and make recommendations as to plan design, changes to benefits, and changes to plan member eligibility. Any changes made to the plan must balance the sustainability of the plan and the best interests of eligible plan participants.

Dental Insurance

The Employer, under the Home Care Trust, will establish a Dental Plan as agreed upon by the parties to this Collective Agreement. The Dental Plan shall be voluntary and 100% funded by eligible participant employees. This plan shall commence one (1) year from the date of signing of the Collective Agreement.

The Dental Plan will be overseen by the Group Insurance Committee.

LETTER OF INTENT - Pensions

The Parties to this Agreement agree to establish, within ninety (90) days of signing this Collective Agreement, a Joint Working Committee of no more than three (3) representatives each to determine the possibility of entry into a provincial pension plan during the term of the existing Collective Agreement or in the alternative have a report prepared for consideration during the next round of Collective Bargaining.

LETTER OF INTENT – Classifications

The parties to this Agreement agree to establish, within ninety (90) days of signing this Collective Agreement, a Working Committee consisting of representatives from NAPE, HCANL, NL Health Services and the Department of Health and Community Services for the purpose of examining job classifications, in the Home Care Industry.

Classifications will be developed and appropriate compensation will be in place and paid on April 1, 2026. This proposal shall be presented to Government by April 1, 2025.

LETTER OF UNDERSTANDING

National Day for Truth and Reconciliation

The Employer recognizes that Employees who identify as indigenous, as defined in Section 35 of Canada's *Constitution Act*, may want to recognize the National Day for Truth and Reconciliation as declared by the Government of Canada. These Employees, if scheduled to work on this day, may request paid vacation leave or unpaid common leave, which the Employer may approve, to allow time off work to recognize the National Day for Truth and Reconciliation.

MEMORANDUM OF UNDERSTANDING – Medical Insurance Study

Deleted

MEMORANDUM OF UNDERSTANDING – Travel – Standardized Travel Language

Deleted

MEMORANDUM OF UNDERSTANDING – Education

Renew

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

BETWEEN:

PROVINCIAL HOMECARE CENTRAL LTD.

(hereinafter referred to as "Provincial")

AND:

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC
AND PRIVATE EMPLOYEES

(hereinafter referred to as "NAPE")

WHEREAS:

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

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

Definitions

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

For clarity, it is agreed that a former employee of YHS who becomes an employee of Provincial in any circumstances other than as set out above

is not an Affected Employee and will not be entitled to the benefits of this Memorandum. Further, in the event that a former employee of YHS decides to transfer with their client to another agency or provides home support services to the client on a self-managed basis, they will be deemed to have resigned their position, shall not be an Affected Employee, and shall not be entitled to the benefits of this Memorandum.

- (b) “Acquired Client” means a home support client who, immediately before the Transition Period, was a home support client of YHS and who becomes a home support client of Provincial during the Transition Period.
- (c) “Collective Agreement” means the collective agreement entered into by NAPE and a group of 17 home support employers, including Provincial and YHS, made October 30, 2015 and expiring June 30, 2018.
- (d) “Master Seniority List” means the list setting out the seniority ranking of all Provincial employees, including Affected Employees, established in the manner set out in this Memorandum.
- (e) “New Client” means a person who becomes a home support client of Provincial for the first time during or after the Transition Period and includes an Acquired Client.
- (f) “Preserved Seniority List” means the list setting out the seniority ranking of Affected Employees based on their last date of hire with YHS.
- (g) “Transition Period” means the period commencing on May 28, 2017 and ending on June 10, 2017, both dates inclusive.

Purpose and Effect of Memorandum

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

out in this Memorandum, the benefits of this Memorandum do not apply to work performed by an Affected Employee for any other client of Provincial.

Terms and Conditions of Integration

Seniority

6. Affected Employees will be placed on the Master Seniority List below those workers who were already employed by Provincial and on its seniority list as of the date of this Memorandum. For each Affected Employee, the Master Seniority List will reflect the date of this Memorandum as their last date of hire. Any employees subsequently hired by Provincial will have a seniority ranking below Affected Employees as determined in accordance with Article 13.01(a) of the Collective Agreement.
7. Provincial shall supply NAPE with a copy of the Master Seniority List and the Preserved Seniority List within 30 days from the end of the Transition Period.
8. Where an employee's seniority ranking is relevant to the application of the Collective Agreement, the following rules shall apply:
 - (a) With respect to the assignment of hours of work with an Acquired Client, Provincial will determine seniority by referring to and applying the Preserved Seniority List. In the event that this list is exhausted, Provincial will then refer to and apply the Master Seniority List.
 - (b) For all other purposes, Provincial will determine seniority by referring to and applying the Master Seniority List.
 - (c) Where it is necessary to determine the relative seniority ranking between or among two or more Affected Employees, Provincial will refer to and apply the Preserved Seniority List.
 - (d) Where an Affected Employee loses his or her seniority and service and employment is deemed to be terminated pursuant to Article 13:04 of the Collective Agreement, he or she will lose the benefits of this Memorandum, which will not be available upon any subsequent rehiring by Provincial.

Vacation Time and Vacation Pay

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

Sick Leave Entitlement

10. An Affected Employee having any outstanding accumulated banked sick leave

with YHS will have that banked sick leave transferred to Provincial. Such accumulated banks shall only be accessed when the entitlement under Clause 19.02 of the Collective Agreement has been exhausted and can only be used for hours of work with a New Client offered by Provincial after the transfer.

11. Affected Employees who continue to work for an Acquired Client will continue to accrue sick leave at the rate of 3% pursuant to Transitional Appendix "J" of the Collective Agreement, but only in respect of the hours worked for an Acquired Client. Sick leave will accrue at the rate of 2% for any work performed for any and all other clients pursuant to Article 19.02 of the Collective Agreement.

Travel

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

Team Lead Differential

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

Other Provisions Respecting Transition

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

General

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

Renew