

HOME CARE – GROUP OF 22 - TENTATIVE AGREEMENT
September 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.

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 12 PROBATION, DISCIPLINE AND PERSONNEL FILE

12.02 Discipline

(c) Justice and Dignity

Where an employee is suspended as part of an ongoing investigation, the employee shall be compensated for time lost to a maximum of three (3) **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.

ARTICLE 15 HOURS OF WORK

15.19 Standby Pay

In the event that the Employer requires an employee to be available for standby duty, the employee shall be paid **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.

ARTICLE 16 OVERTIME

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

ARTICLE 18 VACATION LEAVE

18.02 Vacation Pay

(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

- 21.03** **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-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 Unpaid Common and Extended Leave

In accordance with Article 15

(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.

(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 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 via direct deposit or other generally accepted practice.
- (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 25 HEALTH AND SAFETY25.01 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.**

25.03 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.**

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	Oct 1 2024	Apr 1, 2025	Apr 1, 2026	April 1 2027
Home Support	\$18.00	\$18.75	\$19.45	\$20.30	\$21.05
Supervised Access	\$18.00	\$18.75	\$19.45	\$20.30	\$21.05

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

Transitional Appendix “A”

<u>Classification</u>	<u>Client/Agency Specific</u>	<u>Differential/Hr</u>
Home Support Worker - Client Specific	Helping Hands	\$3.30
Home Support Worker - Client Specific	Horwoods	\$1.33
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 “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 "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.

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.

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 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.

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.

**MEMORANDUM OF UNDERSTANDING
HEALTH, MEDICAL AND DENTAL PLAN OVERSIGHT**

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") and a voluntary Dental 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.

HEALTH AND MEDICAL PLAN

The Employer will implement a mandatory Group Insurance Plan ("The Plan") as agreed upon by the parties to this Collective Agreement. Coverage under "The Plan" shall be provided to employees who work 25 hours or more per week, averaged over the previous 6 months with a single Employer. "The Plan" will be 50/50 cost-shared by the Employer and eligible participant employees. "The Plan" will commence on April 1, 2025.

DENTAL INSURANCE

The Employer will implement 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. The Dental Plan shall commence on April 1, 2025.

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.