



**HOME CARE (GROUP OF 22)  
COLLECTIVE AGREEMENT**

between

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

and

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

Expiry: March 31, 2028

**THIS AGREEMENT** made this 17<sup>th</sup> day of October, Anno Domini,  
Two Thousand and Twenty-Four;

**BETWEEN:**

**HOME CARE – GROUP OF 22**

of the one part;

**AND**

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

of the other part:

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

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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 INTERPRETATIONS AND DEFINITIONS

2.01 In this Agreement:

- (a) "Agreement" means this Master Agreement and any schedules annexed hereto.
- (b) "Bargaining Unit" means the bargaining unit as defined in Schedule B.
- (c) "Client" means any person or persons in which the Employer provides a service covered under this agreement.
- (d) "Contacted" means an attempt by the Employer to establish communications with an employee by using the contact information provided to the Employer by the employee.
- (e) "Date of Hire" means first day an employee works with the Employer or first day returning to work following loss of seniority as per Article 13:04.
- (f) "Day" means a calendar day, 00:01 hours to 24:00 hours, unless otherwise stipulated in this Agreement.
- (g) "District" means a geographic area, as established by the employer, in which an employee has indicated their willingness to work.
- (h) "Employee or Employees" means any person employed within the Bargaining Unit.
- (i) Employer means the Employer as identified in Schedule "B", and includes any person authorized by the owner/operator to act on its behalf.
- (j) "Grievance" means a complaint, in writing, arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (k) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this agreement.

- (l) "Layoff Notice" means a notice in writing which is delivered by hand or registered mail or delivered via electronic mail with delivery confirmation.
- (m) "Position" means a position with an Employer as defined in Schedule B, not related to a specific client or duties.
- (n) "Standby" means a period of time during which, on the written instructions of the Employer, an Employee is required to be available to immediately report to work.
- (o) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (p) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (q) "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 all the employees in classifications listed in Schedule A of this agreement.

#### 3.02 Inclusions/Exclusions

In the event of a dispute on inclusions or exclusions in the Bargaining Unit the Employer agrees to meet with the union to discuss. Should the parties be unable to agree, the matter may 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 shall not perform duties assigned to Employees within the Bargaining Unit except for the purposes of instruction, experimenting, emergencies or when Employees are not readily available, or as may otherwise be mutually agreed by the parties.

#### 3.04 No other Agreements

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

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.

3.06 Administration

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

ARTICLE 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 bi-weekly pay of every member of the bargaining unit an amount equal to the regular bi-weekly membership dues of the Union.

5.02 Notification of Union Dues

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

5.03 Remittance of Union Dues

Deductions shall be forwarded to the President of the Union by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The Employer shall provide to the Union, a list in a secured electronic format compatible with Microsoft Excel, which shall include the employee's full name, Social Insurance Number, classification

and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5.04 Shop Stewards

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

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.
- (b) In the case of a group grievance, one (1) employee from the group will be entitled to such leave under the conditions specified in Article 5.05 (a).
- (c) The Employer recognizes the right of employees to be represented by a representative of the Union at any step in the grievance and arbitration procedure.

5.06 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.
- (b) The Employer will:
  - (i) advise each new Employee that the terms and conditions of their employment are governed by the provisions contained in a collective agreement;
  - (ii) provide the Employee with a copy of the collective agreement from among those provided to the Employer by the Union for that purpose;
  - (iii) provide the Employee with contact information for the Shop Steward, Local President or any other Union representative;
  - (iv) provide the employee with a Union card provided such cards are provided to the Employer by the Union.

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 6 NO DISCRIMINATION

6.01 The Employer agrees that there shall be no discrimination in employment as per the current Newfoundland and Labrador Human Rights Act.

*"Discrimination is prohibited in every aspect of employment, including: advertising, applications, interviews, hiring, wages, benefits, conditions of employment, promotion, and dismissal. The Human Rights Act prohibits discrimination on the basis of race, 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 and political opinion. Employers are also prohibited from discriminating against employees (or potential employees) because of a criminal conviction that is unrelated to the employment, or the fact that an individual's wages are (or have been) subject to attachment/garnishment, etc."* NL Human Rights Act (2013).

The Employer agrees, further, that there shall be no discrimination by reason of an employee's membership or activity in the Union.

ARTICLE 7 SEXUAL AND PERSONAL HARASSMENT

7.01 \* 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

8.01 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 (a) Settling of Grievances

An earnest effort shall be made by the Employer and employee to settle complaints/grievances fairly and promptly. Should the employee consider the complaint justified, the complaint will move to step one of the grievance procedure.

Step 1

Subject to Article 12.01, an Employee may present a grievance to her Nursing Supervisor 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 Nursing Supervisor 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 Director of Services 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 Director of Services 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 Chief Operating Officer 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.

- (b) In situations whereby the Employer doesn't have three (3) levels of Employer representatives, the grievance shall commence at Step 2.

## 8.03 Policy Grievance

Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Director of Services 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 Director of Services or designate or the Union, as the case may be.

## 8.04 Group Grievances

Where a number of Employees have similar grievances and each employee would otherwise be entitled to grieve separately, they may present a group grievance to the Director of Services 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 Grievance for Unjust Discharge

Subject to Article 12.01, an Employee claiming that they have been unjustly discharged may submit a grievance directly to the Director of 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. Such grievance shall start at Step 2 of the procedure set out in Article 8.02.

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 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.

8.07 Mandatory Time Limits

The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.

8.08 Excluded Days

In calculating the time limits set out in the Article, Saturdays, Sundays and holidays during which the Regional Union Office is closed shall be excluded.

8.09 Grievance Representation

An Employee may be represented by a full time representative of the Union at any step of the grievance procedure.

8.10 Technical Objections to Grievances

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        Referral to Arbitration

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   \*    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 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.

9.03        Power of the Arbitrator

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        Expenses of the Arbitrator

Each of the parties shall pay an equal share of the fees and expenses of the arbitrator.

9.05        Amending of Time Limits

The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.

9.06        Excluded Days

In calculating the time limits set out in this Article, Saturdays, Sundays, and holidays during which the Regional Union office is closed shall be excluded.

9.07        Witnesses

Provided that the Employer receives at least five (5) days notice that an Employee is required to attend an arbitration hearing as a witness, they 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 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 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 respective Zone. This committee will meet at least once per quarter, or as the need arises, as mutually agreed.

The following matters may be discussed:

- (a) Reviewing suggestions from employees, questions of working conditions and service, if not covered by the Occupational Health and Safety Committee.
- (b) Other problems and matters of mutual interest which affect the relationship that are not properly the subject matter of a grievance or negotiations.
- (c) Union representatives who attend meetings of the Labour Management Committee will be compensated for any hours of work missed as a result of such attendance that cannot be rescheduled within the given pay period.

10.02 These meetings shall not supersede with the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

10.03 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, up to two (2) Bargaining Unit representatives selected or appointed by the Union. Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 SEVERE WEATHER CONDITIONS

- 11.01 (a) During severe weather conditions or a declared state of emergency, the Employer shall determine whether or not operations will be suspended in a particular area or community. Should such closure or suspension of operation occur, employees will be paid for scheduled hours missed to a maximum of three (3) hours.
- (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.
- (c) Employees who are unable to travel to work due to the official closure of highways or roadways shall contact the employer immediately. Employees may request to use accumulated vacation pay for any scheduled hours missed. When conditions improve staff shall be available to resume scheduled shift as required.

ARTICLE 12 PROBATION, DISCIPLINE AND PERSONNEL FILE

12.01 Probation - Probationary Period

Employees shall serve a probationary period of four hundred and eighty (480) working hours or twelve (12) months, whichever is sooner. 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. 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.

12.02 Discipline

(a) Notification

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.

In calculating the time limits set out in this Article, Saturdays, Sundays and paid holidays listed in this Collective Agreement shall be excluded.

(b) Right to Representation

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

\* (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.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged by the employer, the employee shall be reinstated without loss of seniority and compensated in a just and equitable manner in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

(e) Liability Indemnity for Legal Fees

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an Employee in the course of their duties, provided that the Employer is satisfied that the employee performed duties as required by the

Employer. This does not apply where the employee has been justly disciplined for a wilful act or omission leading to a criminal charge. No compensation shall be paid for legal counsel not pre-approved by the Employer.

12.03 Personnel File

- (a) Upon request and after giving reasonable notice, an Employee shall be allowed to inspect their personnel file in the presence of a representative of the Employer and, upon request, shall be given a copy of any document not previously provided to the Employee. If an Employee is subject to discipline, they shall be entitled to a copy of any document in the file. Employees may be accompanied by a representative of the Union when inspecting their file, if they choose.
- (b) In the event that an Employee is disciplined, the records pertaining to such discipline shall be removed from the personnel file of the Employee fifteen (15) months following the disciplinary action, provided there has been no discipline in the intervening period. It shall be the responsibility of the Employee to see that such documents are removed.
- (c) No document shall be used in disciplinary proceedings against an employee unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

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.
- (b) Seniority shall operate on a Bargaining Unit wide basis, it is understood that seniority cannot be transferred between Employers.
- (c) For Employers previously using seniority based on accumulated hours of work, date of hire ranking shall commence upon signing of this agreement for all new hires. Existing seniority lists using hours of work, shall be preserved and such ranking will remain unchanged with new hires being placed according to their date of hire on a go forward 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 13.01 (c) and Clause 13.04, the date of hire with the Employer, as well as the preserved list showing hours of work for the applicable Employers.

13.03 Probation for Newly Hired Employees

After the completion of the probationary period as specified in Article 12.01, Employees shall be credited with seniority effective from their date of hire with the employer.

13.04 Loss of Seniority

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

- (a) are discharged for just cause and not reinstated by an Arbitrator, or under the Grievance Procedure;
- (b) resigns in writing (including electronic media such as email);
- (c) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of 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 accept such correspondence and to keep the Employer informed, in writing, of their current address, telephone number and email;
- (d) are laid off or in a position outside of the Bargaining Unit for a period longer than twenty-four (24) months.

13.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the bargaining unit, their seniority will not change but a transfer exceeding twelve (12) months will result in a loss of seniority.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Transfers

Subject to Article 15:02, employees who wish to be considered for re-assignment/transfer may make such a request, in writing, to the Employer and such request, based on seniority, may be accommodated based on availability of alternate hours of work which are not currently being carried out by another employee.

14.02 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' requirement regardless of hours currently scheduled.

ARTICLE 15 HOURS OF WORK

15.01 Nature of Work

(a) Recognizing the particular and unique needs of clients and that the very nature of this work dictates that such services cannot always be predicted in advance, the parties agree that the work schedule for employees may be arranged on a flexible basis in the interest of client care and/or efficiency of the Employer's operation. Nothing in this Agreement shall be construed as a guarantee of minimum hours of work per day or per week.

(b) (i) Incompatibility

Both parties recognize that client preference may have an impact on the application of the provisions of this Agreement. In situations where it is determined that an employee and client are incompatible, the Employer and employee will discuss the cause(s) of the incompatibility and to determine if the incompatibility can be resolved. If necessary, the Employer and employee will explore the availability of alternate work based on employees updated availability form which shall be communicated in writing to the Employer at the onset of the incompatibility. Employees may be accompanied by a representative of the union should they choose. In the event that alternate work is not immediately available, the employee shall be placed, relative to seniority, on the recall list.

(ii) Incompatibility Third Party

Subject to 15.01 (b) (i), in situations where an incompatibility has been imposed by a third party, the Employer shall conduct their own investigation on the root cause(s) of the incompatibility with input from the employee(s) affected by the conflict. Upon completion of their investigation, the Employer shall make representation on behalf of the employee 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 employees 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.

(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 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.

15.02 Agreement of Districts and Hours Worked

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

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.

15.04 Refusals

Employees who are offered additional hours in the District in which they have indicated a willingness to work are required to accept such hours. An Employee who refuses such hours shall be subject to progressive discipline. Following such refusal, the Employer shall not be required to offer additional hours to the employee until the employee updates their availability form.

15.05 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.

15.06 Maximizing Hours

Subject to the provisions of this Article 15, including but not limited to any maximum number of hours an Employee has indicated they are prepared to work, the Employer will make every reasonable effort to offer Employees up to a maximum of 40 hours per week.

15.07 Weekend Assignments

The scheduling of weekend assignments shall be on a rotational basis except where mutually agreed between employee and the Employer. Subject to changes in staff levels and client load, the Employer shall endeavor to schedule every second weekend off. Employees shall receive a minimum of every third weekend off, unless mutually agreed. Weekends means Saturday and Sunday off. The Employer will make every reasonable effort to accommodate the employee's preference to work weekends on a temporary or permanent basis.

15.08 Evening and Night Shifts

The scheduling of evening and night shifts will be on a rotational basis where operational requirements permit, except where mutually agreed between employee and Employer. The Employer will make every reasonable effort to accommodate an Employee's preference to work evenings or nights on a temporary or permanent basis.

15.09 Consecutive Days/Days Off

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.

15.10 Change of Shifts

Upon request by an employee, employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the immediate supervisor, and the shift change occurs within the same pay period. Such a change will not be subject to overtime.

15.11 Consecutive Hours of Work

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

15.12 Minimum Shift Duration

Unless mutually agreed between the employee and the Employer, employees are not required to accept a shift of less than three (3) hours, with the exception of staff meetings, attendance at investigations and training.

15.13 Cancelled Shift

An employee arriving to work a shift that has been cancelled without their being notified of the cancellation will be paid for all scheduled hours in the shift at the regular rate of pay, provided a replacement shift is not immediately available and provided the employee notifies their supervisor immediately of such a situation.

15.14 Schedule Availability

Where possible, schedules will be available to Employees one (1) week in advance, based on Employers policy. Schedules are subject to change based on client needs and the availability of Employees.

15.15 Loss of Hours/Employment

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

placed on the Recall List relative to their seniority and offered hours to replace those lost due to the above events.

15.16 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 them.

15.17 Minimizing Risk

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.

15.18 The Employer shall provide eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period.

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.

15.20 Report Writing

If Employees are required to complete a compensable written report after a shift has ended, the employee will be compensated in an amount equal to one half (1/2) hour pay at the employees regular rate of pay for each report. Such monies will not be included in calculation of overtime or seniority. Reports must be completed in a manner acceptable to the funding agency.

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.

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 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.

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

(b) All overtime is subject to the prior approval of the Employer.

16.02 Overtime Rate

All overtime hours worked shall be compensated at the rate of one and one half (1.5) times the Employee's regular rate of pay.

16.03 Distribution of Overtime

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

16.04 Double Shift/Overtime

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 their consent. An employee shall not be required to work a double (2) shift or overtime without their consent except under emergency circumstances, in such emergency situations the Employer will not adjust the employees schedule to avoid overtime relating to this shift. For the purpose of this Clause, a shift consists of eight (8) consecutive hours.

16.05 Instead of cash payment for overtime, employees may choose to receive time off with pay to be taken at a date mutually agreed between the employee and the Employer. The employee's request to receive time off rather than cash payment must be included with the employee's time sheets for the week in which the overtime was worked. Such "banked" overtime shall be recorded at the rate of one and one half (1.5) hours off for each overtime hour worked. Any banked overtime not taken as time off within six (6) months of being earned shall be paid out at the appropriate overtime rate.

- 16.06 \* (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.
- (b) All time worked by an employee in excess of twelve (12) consecutive hours shall be considered overtime, unless mutually agreed. At no point shall an employee be scheduled in excess of sixteen (16) hours in a twenty-four (24) hours period.

#### ARTICLE 17 HOLIDAYS

17.01 (a) Paid Holidays

The following paid holidays shall be provided:

New Year's Day  
Good Friday  
Victoria Day  
Memorial Day (Canada Day)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

- (b) Where an employee works on a paid holiday identified in Clause 17.01 (a), they are is entitled to receive wages at twice their regular rate for the hours worked on the holiday.
- (c) An employee who does not work on a paid holiday identified in Clause 17.01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the scheduled shift prior to and after the paid holiday shall receive a prorated days' pay based on the average hours worked per day in the twenty-eight (28) days immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past twenty-eight (28) days by twenty (20).
- (d) If an employee works less hours on the paid holiday than a calculated day based on Clause 17:01 (c), the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular calculated days pay as per Clause 17.01 (c).



17.02 Christmas and New Year's

- (a) The Employer agrees that an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day, and an employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day unless otherwise mutually agreed between the employee and the Employer.
- (b) The Employer agrees that employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Years of one year shall have New Year's off the following year unless mutually agreed between the employee and Employer.
- (c) As it is not always possible to guarantee these days off, it is the responsibility of the employee to request these days off and to contact the Employer thirty (30) days prior to the Christmas/New Year's break to verify their work schedule for this period.
- (d) Subject to Article 18, request for vacation leave during the Holiday Christmas/New Year's Season shall not be unreasonably denied. Leave requests must be submitted in writing to the Employer no later than Nov 1<sup>st</sup>. Whenever possible employees shall not request both Christmas and New Year's off during the same holiday season.

ARTICLE 18 VACATION LEAVE

18.01 Vacation Rates

An employee shall be entitled to vacation pay as follows:

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

Bettercare Home Care see Transitional Appendix "C"

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.

(b) Vacation and Vacation Leave

By March 15<sup>th</sup> and/or September 15<sup>th</sup> of each year, each employee, who has completed their probationary period, shall elect, in writing, to receive either vacation pay each pay day on their regular pay or elect to receive vacation leave with pay. Those employees who elect to receive vacation leave, they will have their leave calculated based on a percentage (as per Article 18.01) of all hours paid. New employees shall make the election, upon completion of their probationary period, for the year in which they were hired. Once the election is made by the employee, it cannot be changed until the next March 15<sup>th</sup> or September 15<sup>th</sup>; if no selection is made, employees shall receive vacation leave. Probationary employees shall be paid their vacation pay each pay day.

(c) Banked vacation pay will be paid on a separate cheque at the commencement of the employee's scheduled vacation leave. Any vacation pay that is not paid out during the vacation year in which it is earned may be carried forward to a maximum of one (1) year's entitlement. Any vacation pay entitlement that cannot be carried forward will be paid out at the end of the vacation year.

\* (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.

18.03 (a) (i) Subject to Clause 18.02, the Employer will make all reasonable efforts to grant employees leave based on their accumulated entitlement for the purpose of vacation. Provided that the employee provides at least thirty (30) days' written notice of their request, every reasonable effort will be made to grant the employee the vacation period requested.

(ii) Requests for vacation during the months of June to August must be submitted, in writing, to the Employer no later than April 15<sup>th</sup>. Vacation shall be limited to no more than two (2) consecutive weeks during this period. Decisions on the status of this vacation request shall be made no later than May 15<sup>th</sup>.

(b) Requests for vacation leave of short duration shall be accommodated wherever possible. 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 length of service.

## 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 31<sup>st</sup>.

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 their 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 20 FAMILY LEAVE

- 20.01 (a) Subject to Clause 20.01(b), an employee shall be granted unpaid family leave to:
- (i) Attend to the temporary care of a sick family member;
  - (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 on a dental or medical appointment.
- (b) In order to qualify for family leave, the employee shall:
- (i) Provide as much notice to the Employer as reasonably possible;
  - (ii) Provide to the Employer valid reason why such leave is required; and
  - (iii) Where appropriate, and in particular with respect to (ii) and (iv) of 20.01(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
  - (iv) The employee may be required to provide verification of circumstances resulting in request for family leave.

ARTICLE 21 LEAVE - 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 to members of the Negotiating Committee while attending negotiations with the Employers covered under this Agreement.

21.02 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. The period of leave of

absence may be renewed if request is received in writing thirty (30) days prior to the renewal and provided the Employer agrees. Employees will not accrue any service or benefits, except seniority, during such an absence.

- (b) Where operational requirements permit and provided fourteen (14) days written notice, the Employer may grant leave of absence without pay to employees to attend Union workshops, conferences or other Union business.

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/interment, entitlement can be reserved to be accessed to correspond with the interment and/or the funeral ceremony

- (ii) In the event the death of an Immediate Family Member occurs outside of the province, the employee can access their entitled days upon the return of the deceased. If the employee has to travel out of the province due to the death of an Immediate Family Member, the employee shall be entitled to (1) one extra unpaid day for the purposes of travel.

- \* (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.

- (b) Leave to Attend Funeral

Employees are entitled to one (1) day bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew. Requests for such leave shall be given forty-eight (48) hours in advance where possible.

(c) Definition of Common Law Spouse

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

21.04 Maternity Leave and Parental Leave

- (a) Maternity and Parental leave will be granted in accordance with the Labour Standards Act unless otherwise amended herein.
- (b) An Employee who is pregnant shall be entitled, upon application, to Maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.
- (c)
  - (i) An Employee who is the parent of a child shall be entitled, upon application, to parental leave without pay to commence no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
  - (ii) An Employee who is the parent of a child shall be entitled upon application, to extended parental leave without pay to commence no more than sixty-one (61) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this clause shall be seventeen (17) weeks for maternity leave and either thirty-five (35) weeks for normal parental leave or sixty-one (61) weeks for extended parental leave. The combined leave shall either be fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The Employee shall give at least 4 weeks written notice of their intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.

- (f) Upon return from maternity or parental leave, the Employee shall resume their former position, subject to the availability of work, and with no loss of seniority.
- (g) Subject to Clause 19.02, an employee who, before commencing maternity leave, becomes ill as a result of or relating to their pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- (h) While on maternity or parental leave, employees shall not earn any benefits of this Agreement, except seniority and years of service.

21.05 Adoption Leave

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

21.06 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon a court as a witness in a court proceeding. The employee will present proof of such attendance.

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.

21.08 Education Leave

An Employee who is upgrading their 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.

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 their 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 their 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 their 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

##### 22.01 Wages

- (a) Employees shall be paid wages as set out in Schedule "A" - Classification and Wages.
- (b) The Employer shall develop and maintain a position description for each bargaining unit position as defined under Schedule "A". A copy of job descriptions will be provided to the Union within three (3) months of signing of this agreement. A list of duties for each client shall be provided to each employee working with a client. It is understood that duties may change from time to time.

22.02 Availability of Salary

- (a) (i) Employees shall receive their salary payments bi-weekly. Overtime pay shall be included in the regular pay cheques for the pay period in which the overtime was earned. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, vacation leave bank balances, and all payroll deductions.
- \* (ii) Employees shall receive their wages on a bi-weekly basis via direct deposit or other generally accepted practice.
- (b) Employees are responsible to ensure the accurate completion of time sheets by submitting their hours via time sheet or other method acceptable to the Employer within time frames established by the Employer. Time sheets will not be signed in advance by the client or employee. Time sheets not submitted within the required time frames may delay an employee's pay.
- (c) 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.
- \* (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 1<sup>st</sup> and May 1<sup>st</sup>.

- (b) Employees shall be provided, upon request, with a T2200 Declaration of Conditions of Employment form.

#### ARTICLE 23 NO STRIKE/LOCKOUT

- 23.01 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.
- 23.02 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.
- 23.03 A violation of Article 23.02 may constitute cause for discipline, but such discipline may be the subject of a grievance filed at Step 2 of Article 8.02.

#### ARTICLE 24 TERMINATION AND LAYOFF

##### 24.01 Notice of Termination

Recognizing the unpredictable nature of the Employer's operations in the case of layoffs due to shortage of work, the Employer shall provide two (2) weeks' notice where possible.

Upon termination, employees shall be paid out the balance of any bank vacation and/or overtime on their next scheduled pay period.

##### 24.02 Recall

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

- (a) Eligible employees, as defined by the legislation, shall be covered by the Workplace Health, Safety and Compensation Act. Employees must report all injuries in accordance with the Act.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is covered under the Workplace Health, Safety and Compensation Act return to their former position, and if the Workplace Health, Safety and Compensation Commission determines that the Employee cannot perform their former duties, to another work assignment within the Bargaining Unit.
- (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.
  - (ii) Employees on modified duties or easeback shall earn the benefits of this Agreement, including seniority, based on the number of hours worked.

25.02 Protective Clothing

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

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 Employer shall pay the cost of any Employer required post hire vaccinations for employees.

25.05 Client Medical History

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

25.06 Employee Safety

(a) Employees shall report all incidents of Workplace Violence to their employer; verbal abuse, physical abuse, sexual harassment and sexual assault. All incidents of workplace violence shall be communicated to the Occupational Health & Safety Committee. Where the Employer determines that an employee may be at risk in attending to 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.

(b) Employees will be familiarized with policies and procedures to deal with unexpected and emergency situations in the home.

25.07 With the exception of First Aid Renewals and home support training modules, Employees required by the Employer to participate in on-the-job training in a client's home or participate in client specific training courses shall be considered to have worked for all hours spent in such training. The Employer shall provide adequate training to employees who are required to perform personal care on clients using medical equipment or clients with complex medical/behavioral concerns.

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.

26.02 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.

26.03 Notice of Termination of Amendment

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



**SCHEDULE A - CLASSIFICATION AND WAGES**

<b>Classification</b>	<b>Apr 1, 2024</b>	<b>Oct 1, 2024</b>	<b>Apr 1, 2025</b>	<b>Apr 1, 2026</b>	<b>Apr 1, 2027</b>
<b>Home Support</b>	\$18.00	\$18.75	\$19.45	\$20.30	\$21.05
<b>Supervised Access</b>	\$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

**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
- Helping Hands Homecare Services Ltd.
- \* Home Sweet Home Care Agency Ltd.
- Horwood's Home & Community Support Services Inc.
- In Home Health Care Services Ltd.
- Maximum Home Support Service Inc.
- Notre Dame Compassionate Care Inc.
- Provincial Home Care Central
- Provincial Home Care
- Quality Home Care Services Inc.
- Rosemore Homecare Services
- Serenity Nursing and Home Support Services
- \* South Coast Homecare Inc.
- The Best of Care Ltd.
- Total Care Nursing in the Home Services Ltd.

## LETTER OF UNDERSTANDING

### 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. This plan shall commence on April 1, 2025.



**Signed on behalf of Newfoundland &  
Labrador Association of Public & Private  
Employees**



**Signed on behalf of Home Care  
(Group of 22)**

## LETTER OF UNDERSTANDING

### 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. This plan shall commence on April 1, 2025.



**Signed on behalf of Newfoundland &  
Labrador Association of Public & Private  
Employees**



**Signed on behalf of Home Care  
(Group of 22)**

## 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. The Policy Holder will be The Home Care Trust. Eligible participants are limited to employees who are members of a certified NAPE bargaining unit.

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.



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**Signed on behalf of Newfoundland &  
Labrador Association of Public & Private  
Employees**



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**Signed on behalf of Home Care.  
(Group of 22)**

## 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.



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



Signed on behalf of Home Care  
(Group of 22)

## 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.



**Signed on behalf of Newfoundland &  
Labrador Association of Public & Private  
Employees**



**Signed on behalf of Home Care  
(Group of 22)**

## 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.



**Signed on behalf of Newfoundland &  
Labrador Association of Public & Private  
Employees**



**Signed on behalf of Home Care  
(Group of 22)**



**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 were reviewed and the greater benefits for any employees under these agreements were added to the Transitional Appendices (Transitional Appendix "G" – Caring Hands Inc., Transitional Appendix "M" – South Coast Home Care Agency Inc., Transitional Appendix "N" – Home Sweet Home Care Agency Inc.). There should be no loss of greater benefits for any employees hired prior to date of signing of this agreement.

**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 "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.

Renewed until the new benefits plan comes into effect

**Transitional Appendix "C" - Bettercare Home Care**

**Vacation Leave**

An employee shall be entitled to vacation pay as follows:

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

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

**Travel**

- (i) When, in the course of 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, they may be permitted to use their own vehicle and be reimbursed as follows:

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

- (ii) 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.

Renewed until the new benefits 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.

Renewed until new the benefits plan comes into effect

**Transitional Appendix “F” – Horwood’s Home and Community Support Services Inc.**

**Travel**

(i) **Transportation Allowance**

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

(ii) **Business Insurance Differential**

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

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

**\*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 their 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 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, they may be permitted to use their 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 their 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.

**Transitional Appendix "I" – Rosemore Homecare Services**

**Travel**

When, in the course of their 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.

**Transitional Appendix "J" – Provincial Homecare Central Ltd. Re. Your Home Care Services Ltd.**

**Travel**

When, in the course of their 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.

**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.

**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.

**\*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 their 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, they shall be returned to their 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 their 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.

**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.**

**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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 17<sup>th</sup> day of October, 2024.

**ON BEHALF OF HOME CARE – GROUP OF 22:**

  
\_\_\_\_\_  
Ian Bailey, A Better Living Home Care Ltd.

  
\_\_\_\_\_  
Witness

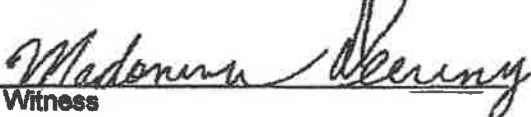
  
\_\_\_\_\_  
Joan Hillier, All Care Home Support Ltd.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mary Hopkins, Angels Touch Home Care Ltd.

  
\_\_\_\_\_  
Witness

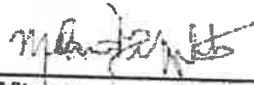
  
\_\_\_\_\_  
Jennifer Deering, Bettercare Home Care

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Allan Hunt, Caring Hands Inc.

  
\_\_\_\_\_  
Witness

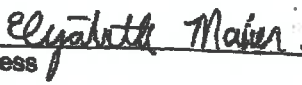
  
\_\_\_\_\_  
Pauline Tucker, Comfort Home Care

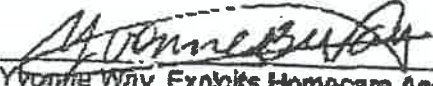
  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Dwain Noel, Compassion HomeCare Inc.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Tina Kelland, Home Sweet Home Care Agency Inc.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Yvonne Way, Exploits Homecare Agency Ltd.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Ian Bailey, Helping Hands Homecare Services Ltd.

  
\_\_\_\_\_  
Witness

Todd Horwood  
Todd Horwood, Horwood's Home & Community Support Services Inc.

Danielle Hoven  
Witness

Em Scully  
In Home Health Care Services Ltd

D. O'Neil  
Witness

Irene Sheppard  
Irene Sheppard, Maximum Home Support Service Inc.

Dennis Sheppard  
Witness

Elizabeth Jenkins  
Elizabeth Jenkins, Notre Dame Compassionate Care Inc.

A. Sheerin  
Witness

Neil Tremblett  
Neil Tremblett, Provincial Home Care Central

Rudie Tremblett  
Witness

Neil Tremblett  
Neil Tremblett, Provincial Home Care

Rudie Tremblett  
Witness

Diane Costello  
Diane Costello, Quality Home Care Services Inc.

Doreen O'Leary  
Witness

A. Chatman  
Anne Chatman, Rosemore Homecare Services

[Signature]  
Witness

Elizabeth Jones  
Elizabeth Jones, Serenity Nursing and Home Support Services

[Signature]  
Witness

Rhonda Perry Harding  
Rhonda Perry Harding, South Coast Home Care Inc.

D. O'Neil  
Witness

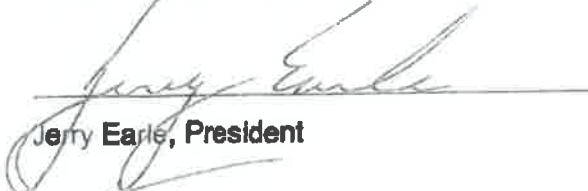
Phyllis Fitzpatrick  
Phyllis Fitzpatrick, Total Care Nursing in the Home Services Ltd.

[Signature]  
Witness

Colleen St. Croix  
Colleen St. Croix, The Best of Care Ltd.

[Signature]  
Witness

**BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:**

  
Jerry Earle, President

  
Trevor King, Secretary/Treasurer

  
Haja Fofana - A Better Living Home Care Ltd.

  
Clara Moores - All Care Home Support Ltd.

  
Glenys Beesley - Bettercare Home Care

  
Mary Myles - Comfort Home Care


  
Patsy Dunphy - Compassion HomeCare Inc.

  
Darlene Watts - Exploits Homecare Agency

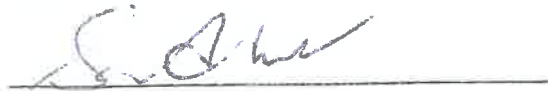
  
Andrew Moriarty - Helping Hands Homecare Services Ltd.

  
Lisa Fudge - Horwood's Home & Community Support Services Inc.

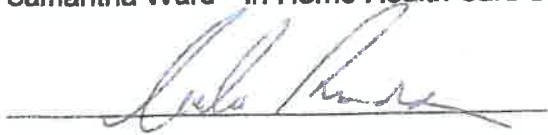
  
Witness

  
Witness

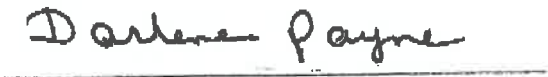
  
Witness



Samantha Ward - In Home Health Care Services Ltd.



Carla Parsons - Maximum Home Support Service Inc.



Darlene Payne - Notre Dame Compassionate Care Inc.



Connie Ireland - Provincial Home Care Central



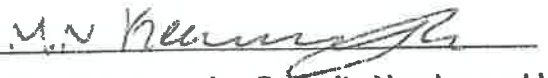
Linda Barron - Provincial Home Care



Wanda Williams - Quality Home Care Services Inc.



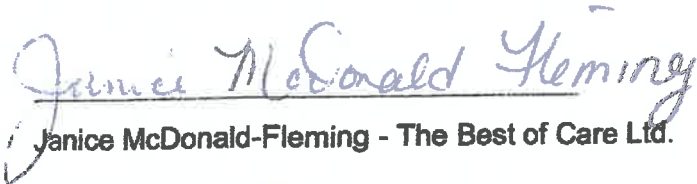
Mary M. Kelly - Rosemore Homecare Services



Mitchell Kavanagh - Serenity Nursing and Home Support Services



Tammy Vaters Newman - Total Care Nursing in the Home Services Ltd.



Janice McDonald-Fleming - The Best of Care Ltd.



Rachel Earle - Angels Touch Home Care

Tina Day

Tina Day - Caring Hands

Michelle Ingram

Michelle Ingram - Home Sweet Home

Janice Michael-Collier

Janice Collier - South Coast Home Care