

ARTICLE 2 - RECOGNITION

2.03 Gender and Singular and Plural

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

ARTICLE 4 – DEFINITIONS

4.01* (i) **“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.**

ARTICLE 7 – SEXUAL AND PERSONAL HARASSMENT *

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

If sexual or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

The Employer agrees that it will take appropriate steps to deal with an employee who is alleged to have made a false accusation of harassment or abuse against another employee (including non-bargaining unit employees). The Union agrees that it will give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

7:02* Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures , or physical contact that the individual knows or ought reasonable to know, to be unwelcome, objectionable, or offensive. The behaviour may be on a one (1) time basis or a series of incidents. It is unsolicited, one-sided and/or coercive.

Sexual harassment may involve favours or promises of favours or

advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing.

Sexual harassment can be expressed in several ways which may include:

- Unnecessary touching or patting
- Suggestive remarks or other sexually aggressive remarks
- Leering (suggestive staring) at a person's body
- Demand for sexual favours
- Compromising invitations
- Physical Assaults

7:03*

Definition of Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers and employee's job, undermines the performance of that job, or threatens the economic livelihood of the employee.

Personal harassment occurs when an individual uses their authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation, unfair, or demeaning treatment of a person or group of persons that is known or ought reasonable to be known to be unwelcome and unwanted.

The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

ARTICLE 8 – EMPLOYEE GRIEVANCE PROCEDURE

8.07 Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the **Minister responsible for** Labour to see if a settlement can be reached. If no settlement is reached, the grievance procedure shall resume at the point it had reached at the time of such submission.

ARTICLE 10 – LABOUR MANAGEMENT/OCCUPATIONAL HEALTH

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

ARTICLE 11 – SEVERE WEATHER CONDITIONS

- 11.01 (a) During severe weather conditions or a declared state of emergency, the Employer shall determine whether or not operations will be suspended in a particular area or community. Should a suspension of operations occur, employees shall be paid for scheduled work to a maximum of three (3) hours **per day**.

ARTICLE 12 – DISCIPLINE AND PERSONNEL FILE

- 12.02 (c) Justice and Dignity

Where an employee is suspended as part of an ongoing investigation conducted by the Employer, the employee shall be compensated for time lost to a maximum of **three (3) days**. The Employer shall take all reasonable efforts to conclude the investigation within a one (1) week period.

- 12.03 Personnel File

- (a) Upon request and having given reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of a representative of the Union and the Employer and be provided with a copy of any document contained therein.
- (b)* A written warning or other disciplinary records shall not be considered in subsequent disciplinary action if a period of **fifteen (15) Working** months or more has expired without a violation or infraction being committed that warrants disciplinary action.
- (c) No document shall be used in disciplinary proceedings against an employee unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

- (d) It is the sole responsibility of the employee, at the request of the Employer, to have all required pre-employment documents as required by NLHS. Failure to maintain up to date documentation as per the Operational Standards governing Home Support will result in immediate suspension without pay, as per Section “8.130.20-Employee Information” of the Operational Standards, all information must be maintained.
- (e) Home Support Worker training modules, as required by the Department of Health and Community Services Operational Standards, self-directed learning modules must be completed prior to the completion of the probationary period without pay. Current employees, as of date of signing, that have completed their probationary period, and are required to complete training modules, will be compensated accordingly to a maximum of six (6) hours.

ARTICLE 13 - SENIORITY

13.03 Loss of Seniority

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

- (i) **are** discharged for just cause and **are** not reinstated through the Grievance or Arbitration process;
- (ii) resign in writing, including electronic media such as e-mail;
- (iii) fail to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail, or delivered via electronic mail with delivery confirmation, except when such failure is caused by sickness of employee or immediate family member verified by a medical certificate or by other reason satisfactory to the Employer. It shall be the responsibility of the employee to keep the Employer informed, in writing, of **their** current address, telephone number and email address;
- (iv) **are** laid off, or has not worked for a period longer than eighteen (18) months;
- (v) **are** absent from work in excess of three (3) working days without notifying the Employer of such absence without providing a satisfactory reason(s) to the Employer.

ARTICLE 15 – HOURS OF WORK

- 15.02 (b) (vii) Subject to the other provisions of this Agreement, the Employer shall schedule employees on a seniority basis so as to maximize their hours of work. The Employer shall also make every reasonable effort to schedule work so as to provide consecutive hours, where possible, and to minimize gaps in work schedules.

15.05* Standby Pay

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

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

ARTICLE 16 – OVERTIME

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

- 16.06* **In the event that an employee's shift is extended beyond thirteen (13) hours, the employee will be provided with a meal allowance of \$20.00**

ARTICLE 17 - HOLIDAYS

- 17.01 (c) An employee who does not work on a paid holiday identified in Clause 17:01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the

scheduled shift prior to and after the paid holiday shall receive a prorated days' pay based on the average hours worked per day in the past two (2) pay periods immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past two (2) pay periods (28 days) by twenty (20). **Vacation and sick leave used in the thirty (30) days prior to the paid holiday shall be used to calculate statutory holiday pay.**

ARTICLE 18 – VACATION PAY

18.02 (e)* **The Employer will not unreasonably deny employees' who request, in writing, payment in lieu of vacation in extenuating circumstances.**

ARTICLE 21 – LEAVE-GENERAL

21.02 *(b) **Extended Unpaid Leave**

Upon written request, an Employee who has completed at least two (2) 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.

21.03 (iii) **Definition of Immediate Family**

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

21.06* **Unpaid Common Leave**

With the approval of the Employer, as 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.

21.09* Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person who 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 witnesses 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; or**
- (iv) A person who is or has been a caregiver to the employee.**

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.02 (a) Employees shall receive their salary payments on the Friday following the end of the bi-weekly pay period. Hours worked will be submitted using the electronic clock in system provided by the Employer. Employees, who do not have access to an electronic clock in system, shall provide time sheets to the Employer. Failure to submit “time sheets” within the required time frame may delay an employee’s pay. Employees shall be provided for each pay period either an electronic or paper statement of their wages as requested by employees. Overtime, vacation leave bank balances, sick leave bank balances, and all other payroll deductions shall be included on an employees pay statement.
- 22.03 (b) Verified discrepancies shall be corrected within two (2) Business Days following the pay day.

(c)* Travel Reimbursement

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

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

ARTICLE 25 – HEALTH AND SAFETY

25.01 Workers Compensation

- (c)(i) Employees in receipt of Workers' Compensation benefits and who are not working with the Employer are not eligible to access benefits of this Agreement except they will not have their seniority date changed nor years of service.

25.05 Client Medical History

The Employer agrees to provide **Employees** with a client's relevant case history related to communicable disease 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 documented by the Employer. 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

ARTICLE 27 – DURATION OF AGREEMENT

27.01 (a) (i) This Agreement shall be in full force and effect from the date of ratification/signing to **March 31, 2028**.

SCHEDULE “A”

CLASSIFICATIONS AND WAGES

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

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

***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.

If classifications are developed, appropriate compensation shall be applied effective the implementation date.

LETTER OF INTENT

PENSIONS

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

***LETTER OF UNDERSTANDING**

GROUP BENEFITS PLAN

Implementation of a mandatory Group Benefits Plan (the “Plan”) will be agreed to by both parties. The plan will be on a 50/50 cost shared basis. Coverage under the Benefits Plan shall be provided to employees who work twenty-five (25) hours or more per week, averaged over the previous six (6) months. The Group Benefits Plan shall be equal to or greater to the Benefits Plan that will be provided to the Home Care Group of 22. The Benefits Plan shall include a voluntary Dental Plan which shall be funded 100% by the eligible participant employee. This plan shall commence on April 1st, 2025. The Plan and Plan Provider are subject to review over the term of the Agreement by the parties.

The Employer and/or Plan Provider will provide employees with additional detailed information about the plan.

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.