

CAREGIVERS INC. NEGOTIATIONS

TENTATIVE AGREEMENT

November 4, 2024

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4.01 Definitions

- (d) “Employer” means Caregivers Inc. ~~doing business as “CareGivers Nursing & Home Care, Momentum, and Blue Sky Family Care.”~~ **a Brightisle program**
- (l) “Client” means, *inter alia*,:
- (i) **an individual receiving social, behavioral, developmental, or medical services from the Employer; or**
 - (ii) **applicable Regulatory Body**
 - (iii) **in the case of an individual receiving subsidization for care from the Province of Newfoundland and Labrador, the Province of Newfoundland and Labrador; or,**
 - (iv) **in the case of an individual being cared for under the direction of a Power of Attorney, the person possessing the Power of Attorney.**
- NEW** (n) “Shift” means the consecutive working hours completed for each employee which occurs in any twenty-four (24) hour period. There are no predetermined hours in any shift and more than one shift can occur in each twenty-four (24) hour period.

ARTICLE 5 UNION SECURITY

5.06 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.~~

The Employer shall provide an online bulletin board to the Union to post articles, circulars, memo's etc. dealing with Union business.

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 Code*. The Employer shall undertake to investigate alleged occurrences of harassment with reasonable dispatch.~~

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 10 LABOUR-MANAGEMENT/OCCUPATIONAL HEALTH COMMITTEE

10.01 ~~The parties agree to establish three Labour Management Committees (LMCs) for each operating Company. The LMCs shall be composed of no less than three (3) employees representing the Eastern, Central and Western regions of the Province, or some other composition as agreed to by the parties. The topics for discussion and the frequency of the meetings shall be determined by mutual consent of the parties. These bargaining unit representatives shall be elected or appointed by the Union.~~

The parties agree to establish a Labour-Management Committee which shall be composed of no less than three (3) Employees representing the Eastern, Central and Western Regions or some other composition as agreed to by the parties. These Bargaining Unit representatives shall be elected or appointed by the Union.

The topics for discussion and the frequency of the meetings shall be determined by mutual consent of the parties. Discussions held during Labour-Management Committee meetings shall be considered “without prejudice” and agreements reached shall not be binding on either party unless specifically agreed in writing between the Union and the Employer.

10.02 ~~Discussions held during Labour Management Committee meetings shall be considered “without prejudice” and agreements reached shall not be binding on either party unless specifically agreed in writing between the union and the Employer.~~

Recognizing its responsibilities under the *Occupational Health and Safety Act*, the Employer agrees to establish an Occupational Health and Safety Committee which shall be composed of no less than three (3) Employees representing the Eastern, Central and Western Regions or some other composition as agreed to by the parties. These Bargaining Unit representatives shall be elected or appointed by the Union. Where no Employee is available in a particular Region, the Union shall determine an appropriate alternate representative.

10.03 ~~Recognizing its responsibilities under the Act, the Employer agrees to establish Occupational Health and Safety Committees for each of it's operating entities; with one (1) employee from each of the following regions; Western, Central and Eastern. These bargaining unit representative shall be selected or appointed by the Union. Where no employee is available in a particular region, the Union shall determine an appropriate alternate representative.~~

10.04-3 It is agreed by the parties that electronic media shall be used when deemed necessary for both the Labour Management Committee and Occupational Health and Safety Committee.

ARTICLE 12 PROBATION, DISCIPLINE AND EMPLOYEE FILES

12.01 Probation - Probationary Period

~~For employees in the Home Support classification,~~ The probationary period shall be the lesser of six (6) calendar months or four hundred and eighty (480) working hours from the date of the employees' first hour worked. ~~For employees in all other classifications, the probationary period shall be the lesser of nine (9) calendar months or one thousand and ninety-two (1092) working hours from the date of the employee's first hour worked.~~ For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.

The Employer shall not determine that a particular employee is unsuitable for a position during their probationary period without first notifying the employee regarding suitability. Once notified of a concern regarding suitability, the employee shall be granted a reasonable period of time to address the concern. The Employer and the Union may agree to extend the probationary period for individual employees.

ARTICLE 13 SENIORITY

13.05 (b) Leave for Work Outside the Bargaining Unit

- (i) An employee who takes leave to accept work outside the bargaining unit shall not be subject to any benefits of this agreement during this period, save and except seniority. Seniority shall accrue at a rate equivalent to the period of time on leave. For example, if the employee is on leave for six (6) months, ~~s/he~~ they shall accrue the equivalent of six (6) month's seniority.

ARTICLE 14 JOB COMPETITIONS AND PROMOTIONS

~~NOTE: These Articles apply to all classifications with the exception of Home Support Workers.~~

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) The principle of promotion within the service of the Employer;
- (b) That job opportunity should increase in proportion to length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standard for the position. Appointments from within the bargaining unit shall be made as soon as possible.

~~The Employer may utilize reasonable competency testing as a prerequisite for positions that require supervisory work. This includes, but is not limited to, reasonable knowledge-based assessments and ability assessments related to the completion of work and duties related to the role.~~

~~Employees shall be provided with all materials needed to prepare them for competency testing that is required by the Employer. Where a decision has been made using competency testing for Youth Care Supervisors that do not comply with the provisions of the Article, the Union may request in writing, the rationale with respect to the decision and the same shall be provided.~~

14.08 Incapacitated Worker Provision

- (c) ~~Employees in confirmed~~ full time positions may transfer to the recall list after exhausting the options in (a) and (b).

~~14.09 Employees in the Supervisory role who wish to terminate their employment in that classification, shall give the Employer four (4) weeks' notice before being allowed to drop back to their former classification, and status of employment.~~

ARTICLE 15 STAFFING AND SCHEDULING

15.01 Hours of Work

- (a) Recognizing the particular and unique needs of clients of the ~~Caregivers Inc.~~ Employer and that the very nature of this work

dictates that such services cannot always be predicted in advance, the parties, therefore, agree that the work schedules for employees may be arranged on a flexible basis in the interest of client care and/or efficiency of the Employer's operation.

(c) Call-In List (Employees not in confirmed positions)

In situations where the compatibility between the client and the employee results in a sustained reduction in hours for the employee, the Employer agrees to meet with the employee and the Union to discuss resolution of the root cause of the incompatibility or the availability of alternate work. The Employer shall endeavour to provide the employee with similar work and the employee shall accept such work when offered.

Subject to Article 23, in the event that an employee suffers a partial or total reduction in hours due to a client/employee incompatibility, client hospitalization, death or incarceration, or any other event beyond the control of the employee and/or the 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. All cases of incompatibility that result in sustained reduction of hours shall be reported to the Membership Servicing Officer for the employee that is being displaced because of the incompatibility. 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 event(s).

~~The Union shall be notified of all Employees that have been removed from shift due to an investigation conducted by CSSD.~~

15.03 Subject to other provisions of this Article and adjustments during the Christmas Holiday season, the Employer shall schedule weekend, evening and night assignments on a rotational basis, except where mutually agreed between the employee and Employer. The Employer shall endeavor to schedule every second weekend off. Employees who work less than 30 hours per week shall receive a minimum of every third weekend off, unless mutually agreed. A weekend off, for employees who regularly work twelve (12) hour shifts, shall be a period including the Saturday and the Sunday from at least Friday at 1900 hours to Monday at 0700 hours.

Where possible, the Employer will make an effort to accommodate the Employee's preference to work days/nights ~~for Employees in confirmed positions, on a temporary or permanent basis.~~

Two ~~confirmed~~ employees in the same home may make a request to the Employer on working permanent days or nights; this request shall not be unreasonably denied.

Employees in ~~confirmed~~ positions who normally work a 12 hour shift rotation of days and nights, may request to be scheduled for two weeks of days in one pay period and two weeks of nights on a continuous basis. 100% agreement is required from ~~confirmed~~ employees in each home. Employees shall give the Employer four (4) weeks' notice prior to the requested date of change.

- 15.06
- (a) (i) Employees ~~not in confirmed positions~~ shall advise the Employer in writing of the maximum number of hours they are prepared to accept. Employees may, at any time, change the maximum number of hours by giving written notice to the Employer not less than four (4) weeks prior to the requested date of change.
 - (ii) ~~Employees in confirmed positions who wish to work less hours shall advise the Employer no less than six (6) weeks prior to the requested date of change. Such employees shall thus forfeit their confirmed positions but shall retain seniority ranking on the recall list.~~

Employees who have indicated their willingness to work such hours are required to accept these hours when called. Employees who refuse these shifts or employees who demonstrate a pattern of unavailability may be subject to discipline in accordance with Article 12.
 - (c) Employees who are ~~not in a confirmed position and are~~ scheduled for less than forty (40) hours weekly, or a lesser number as determined by Article 15.06 (a), shall accept additional shifts as assigned to them up to the employee's specified maximum
 - (g) (ii) Subject to Clauses 15.06 (a) ~~(k)~~ and Clause 16.01 (a) the parties recognize the role of seniority ensuring precedence of hours worked for senior employees ~~in the Home Support Classification~~; Therefore, when a new client has been accepted by the Agency or a current client becomes available and those hours with the client are greater than those hours currently being worked by senior employees, the Employer shall first offer the hours of the client to the senior employee within seven (7) business days.
 - (j) Each employee shall advise the Employer, in writing, of the geographical area in which ~~s/he is~~ **they are** prepared to work. Employees may change the geographic area by providing written notice

to the Employer no less than three (3) weeks prior to the requested date of change.

~~(k)~~ — Employees requested by the Employer to work outside their District as outlined in “Schedule B” shall be compensated for all kilometers traveled as per Travel MOU. In addition to an employee’s regular salary, each employee shall receive a sixty-five dollar (\$65.00) per day stipend when stationed to work outside their District. This stipend shall also be paid when an employee is on their scheduled days off while in that District.

~~(H)~~**(k)** Employees working night shift shall not be required to attend meetings, investigations, and training for the Employer during the day when that employee should be normally sleeping, unless an emergency situation arises.

~~15.07~~ — Call In Priority Shift Lists and Overtime Lists

~~(a)~~ — The Employer shall maintain a list of employees for call in and overtime shifts. All employees shall be included on the call in and overtime lists, save and except those YCW3 and YCW4 and Home Supervisor employees who have opted out.

~~(b)~~ — Opt outs, as noted in 15.07 (a), shall be provided to the Employer in writing. Opt out notifications shall only be accepted by the Employer on a quarterly basis. For greater certainty, YCW3, YCW4 and Home Supervisor opt outs will be processed on January 1, April 1, July 1 and October 1, of any calendar year.

~~(c)~~ — If an employee refuses any three (3) call in shifts in a six (6) month period without cause, the employee shall be dropped to the bottom of the seniority list (in accordance with Article 13.04).

~~15.08~~**07** Smoothing

Employees who work in full time confirmed positions shall work eighty-four (84) hours in a bi-weekly pay period with eighty (80) hours paid at their regular rate of pay and four (4) hours shall be placed in a smoothing bank, thus allowing two (2) scheduled paid days off in each twelve (12) week period (24 hours).

~~15.09~~**08** Standby

For the purpose of this Article, standby means any period of time during which the Employer requires an employee to be readily available for work. Full-time ~~Employees in confirmed positions~~ shall only be required to perform standby duty in the event no call-in employees are available or those available are at their maximum hours for the pay period. No employee on approved paid leave shall

be required to perform standby.

- (e) Subject to 15:06, ~~Employees in confirmed positions and employees~~ scheduled or working their specified maximum hours may opt out of standby duty. However, in situations of staffing shortage or emergency circumstances only, ~~Employees~~ may be required to perform standby duty of short duration to address the immediate staffing requirements of the Employer.

15.4009 The Employer recognizes the Employees' right to rest periods. In the event that an employee is unable to regularly access required rest periods, the Employer shall ensure rest periods are made available.

ARTICLE 16 OVERTIME

- 16.01 (a) ~~All time worked by Home Support Worker in excess of forty (40) hours in a week, or eighty (80) hours in a biweekly period by mutual consent of the employee and Employer, or in excess of thirteen (13) consecutive hours in any unbroken twenty four (24) hour period shall be considered overtime.~~

All time worked by an Employee in excess of forty (40) hours per week shall be considered overtime. With mutual 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 time worked by employees (working a twelve (12) hour shift rotation) in excess of eighty four (84) hours bi-weekly or in excess of thirteen (13) consecutive hours in any unbroken twenty four (24) hour period, shall be considered overtime. All overtime is subject to the prior approval of the Employer.~~
- ~~(c) In the event that an employee's shift is extended beyond twelve (12) hours, the Employer will provide access to reasonable and sufficient meals.~~

~~(c)(b) In the event that an employee's shift is extended beyond twelve (12) hours, the Employer will provide access to reasonable and sufficient meals.~~

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. Receipt shall be submitted to the Employer for reimbursement.

ARTICLE 18 VACATION LEAVE

18.01 (a) ~~Employees shall be entitled to vacation leave, in accordance with their hours of work as follows:~~

~~Less than five (5) calendar years of service — 5% of wages paid
Five (5) or more calendar years of service — 7% of wages paid~~

~~Probationary employees shall only be entitled to 4% vacation pay, which shall be accrued.~~

Employees shall be entitled to vacation leave, in accordance with their hours of work as follows:

	Probationary Period	4% of wages paid
	Less than five (5) calendar years of service	5% of wages paid
	Five (5) or more calendar years of service	7% of wages paid
NEW	Fifteen (15) or more calendar years of service	9% of wages paid

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

ARTICLE 19 SICK LEAVE/FAMILY LEAVE

19.01 (a) Sick Leave Defined

~~Sick leave means a period of time that an Employee has been permitted to be absent from work by virtue of being sick or disabled.~~

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 accrual.

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.

NEW (f) 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.

NEW (g) 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.

NEW (h) 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.

NEW (i) 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 LEAVE - OTHER

20.01 Leave for Negotiations

Where operational requirements permit and provided at least fourteen (14) days written notice has been provided to the Employer in advance, leave without pay and without loss of seniority shall be granted to up to ~~five (5)~~ **three (3)** employees who are members of the Union's Negotiating Committee while

attending negotiations with the Employer. This leave should be contingent on operational requirements.

20.03 Bereavement Leave

- (a) (i) If the death occurs in the immediate family of an Employee, the Employee shall be granted leave upon request to a maximum of seven (7) consecutive Days immediately following the death. If the Employee was scheduled to work during the leave period, the Employee shall be compensated for the shifts in the first three (3) shifts days missed during the period. An Employee may elect to return earlier than the seven (7) Day period. In the event of a delayed internment, an Employee may choose to reserve one (1) Day of their entitlement to be accessed to correspond with the internment service.

(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 that is lost due to a miscarriage in the second or third trimester or infant who is lost due to a stillbirth.

If the employee has been employed for less than thirty (30) days, then the employee is entitled to two (2) days of unpaid leave for similar bereavement.

20.04 Maternity Leave and Parental Leave

- (i) An employee on maternity or parental leave shall be considered for any vacancies for which ~~s/he has~~ they have applied in accordance with the provisions of Article 14. If the employee is successful, their trial period shall start upon their return to work.

20.05 Adoption Leave

- (e) An employee on maternity or parental leave shall be considered for any vacancies for which ~~s/he has~~ they have applied in accordance with the provisions of Article 14. If the employee is successful, their trial period shall start upon their return to work.

20.10 NEW Family Violence Leave

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

ENTITLEMENT

- (a) An employee, having been employed with the same employer for a continuous period of 30 days, shall be granted by their employer a period of family violence leave of 3 days paid leave and 7 days unpaid leave in a year where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or has witnessed family violence by
 - (i) a person who is or has been a family member;
 - (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
 - (iii) a person who is the parent of a child with the employee;
 - (iv) a person who is or has been a caregiver to the employee; or
 - (v) any other person who is a member of a class of persons prescribed in the regulations.

- (b) Notwithstanding 20.10, an employee shall not be granted a leave of absence under this Part unless it is
 - (i) 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 20.10, 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 20.10 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 20.10, 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 21 - PAYMENT OF WAGES AND ALLOWANCES

21.02 Verification of Work and Payday

- (a) Unless exceptions apply, telephony logs and/or time sheets are required to verify work performed. Employees are responsible for the accurate completion of time sheets and telephony records. Telephony records and time sheets shall only be completed by the individual employee and no employee shall access the telephony records or time sheets of another employee.

21.03 Pay Day

- NEW (d) When an Employee discovers a discrepancy on their pay statement where they are underpaid, the discrepancy shall be corrected via an off-cycle payroll run within two (2) Business Days of notification from the Employee to the Employer.

21.04 NEW 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 23 TERMINATION AND LAYOFF

23.05 (a) Call-In List ~~(Employees not in confirmed positions)~~

In the event that an employee is displaced from work due to a client's incompatibility, hospitalization, death, incarceration, or other event beyond the control of the employee and/or the Employer, the employee shall be placed, relative to seniority, within the Call-In List. The employee shall remain on the Call-In List until they are scheduled for a reasonable number of hours to replace those lost due to the above event(s).

~~(b) Full Time Employees (Confirmed positions)~~

~~Notwithstanding Article 23:03, employees in confirmed positions shall receive two (2) weeks' notice of layoff due to a shortage of work. Layoffs in these positions shall be in reverse order of seniority with the most junior employee in a confirmed position in a community receiving notice of layoff first. In the event of a layoff, the Employer may transfer or re-assign employees within their community, based on seniority. Employees laid off shall have the option to transfer to another community or be placed on the call list.~~

~~In extra-ordinary circumstances, an employee may be laid off with less than two (2) weeks' notice due to a decision by the governing authority of a specific client, but the employee shall be given other employment options based on seniority, if available, prior to such layoff.~~

~~(c) Subject to 15.06(k) and 23.05 (b), supervisors shall first be given the opportunity to displace the most junior supervisor, as determined by total time spend in the supervisory role, before the employee is placed in a lower classification.~~

ARTICLE 24 HEALTH AND SAFETY

24.01 Workers' Compensation

- (c) (i) Employees in receipt of Workers' Compensation benefits who are not working shall not earn benefits of this Agreement except they will not lose any accumulated seniority, **or years of service.**
- (ii) Employees who are on modified duties or Easeback, shall earn the benefits of their Agreement, including seniority, **based on the number of hours worked and years of service.**

24.03 The Employer shall make First Aid renewal training available to employees with more than two (2) years of service **without loss of pay when attending training during scheduled shifts and without pay when attending training on scheduled days off.** Employees shall not be responsible for any enrollment or instructional material costs associated with the above training. The Employer is not responsible for training provided by any third party.

24.05 Client Medical History

The Employer agrees to provide staff with the available case history related to communicable diseases and/or behavioral concerns.

The Employer and the Union recognize that information regarding client case history is available on the Employer's ~~intranet site~~ **electronic platforms**. It is the responsibility of the employee to access and review the information contained therein. A list of duties for each client ~~in the Home Care Sector~~ shall be provided to each employee working with a client. It is understood that duties may change from time to time.

The Employer ~~and the Union~~ **with the support of the Union**, shall regularly make reasonable efforts to educate employees on the importance of adherence of medication administration protocols.

24.06 Staffing Ratios

(a) Where the Employer determines that a particular individual receiving care poses a significant risk to employees, the Employer shall develop appropriate controls to minimize the risk associated. Where appropriate, such controls shall be developed in consultation with relevant members of the Bargaining Unit and the client.

~~(b) Employees with Blue Sky Family Care, who are required to carry out spot check on clients that are not at home, may request that they be accompanied by another employee while doing so.~~

24.08 Where an employee in the performance of their duty suffers any reasonable personal loss and such loss could not have been avoided by following protocols in place by the Employer, the Employer shall compensate the employee for any loss suffered. The Employer shall compensate the employee for any direct damages resulting, such loss not to exceed ~~\$250~~ **\$300** in any single instance, or ~~\$500~~ **\$600** in any calendar year.

24.09 (a) Employees shall report all incidents of Workplace Violence to their Employer; verbal abuse, physical abuse, sexual harassment and sexual assault. Subject to privacy of the individuals involved, the Employer, upon request of the Union and not greater than once per

quarter, shall submit a report to the Union with statistical information on the prevalence of Workplace Violence for all employees. 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 an Educational Program and set policies and procedures on the above-noted for the safety of its employees.

~~(b) New hires with Momentum and Blue Sky Family Care shall be provided with adequate training consisting of no less than twelve (12) hours. Between the date of signing and September 1, 2021, this training shall be completed on day shifts only; following this period the Parties shall discuss the practicalities of day shift only training and may make adjustments as mutually agreed.~~

~~(c) The Union and Employer agree that a committee be created to make suggestions to help ease and train new hires in their roles as CYCW's and Developmental Support Workers~~

ARTICLE 26 DURATION OF AGREEMENT

26.01 (a) This agreement shall be in full force and effect from the date of ratification/signing to ~~March 31, 2024~~ **March 31, 2028**.

SCHEDULE A – CLASIFICATION & 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
Supervised Access	\$18.00	\$18.75	\$19.45	\$20.30	\$21.05

~~Developmental Support Worker I / Security Guard I
 Developmental Support Worker II / Security Guard II
 Youth Care I
 Youth Care II
 Youth Care III
 Youth Care IV
 Youth Care Supervisor~~

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

~~Schedule B Caregivers Districts – DELETE~~

LETTER OF UNDERSTANDING

GROUP BENEFITS PLAN (NEW)

Effective April 1, 2025, Care Givers Inc, shall either join The Group of 22 to work with NAPE to create The Home Care Trust which will establish a mandatory group insurance plan and a voluntary Dental Plan as agreed upon by the parties or shall implement a mandatory Group Benefits Plan (the “Plan”) agreed to by both parties. Should the Employer forgo joining The Group of 22 and NAPE in creating The Home Care Trust, the Employer provided Group Benefits Plan shall be equal to or greater to the Benefits Plan that will be provided to the Home Care Group of 22.

In either case, the Health and Medical 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 Plan will commence on April 1, 2025. The Dental plan shall be voluntary and 100% funded by eligible participant employees. The Dental Plan shall commence on April 1, 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 prior to April 1, 2025.

LETTER OF INTENT – PENSIONS (NEW)

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

LETTER OF INTENT – CLASSIFICATIONS (NEW)

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

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

Letter of Understanding – ~~Medically Fragile~~ Client Specific and Other Similar Arrangements

The Employer may establish shift differentials to address particular client needs. Employees in the ~~relevant classification~~ **client specific arrangement** and the Union shall receive formal notice of such differentials when they are applied and such differentials shall not be removed from the work for a particular client unless there is a material change in the care needs of that client. ~~It is understood by the parties that personal care on newborns, infants, and toddlers does not constitute Medical Fragile Care.~~

Letter of Understanding – GPI **Crisis Prevention** Training Provided by Employer to All Employees

Letter of Understanding – Wage Rate Assessment - DELETE

Letter of Understanding – 3/6 Rotation – Youth Care - DELETE

Letter of Understanding – Separating Bargaining Unit - DELETE

Letter of Understanding – Staggered Shifts Pilot Project - DELETE

Letter of Understanding – Sleeping Policy - DELETE

Letter of Understanding – Medical Insurance - DELETE

Letter of Understanding – Interim Health Insurance - DELETE

Letter of Understanding – Attendance & 24/36 Hour Shifts - DELETE