

NAPE

Newfoundland and Labrador Association of Public and Private Employees



COLLECTIVE AGREEMENT

Between

CAREGIVERS INC.

And

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

Expiry: March 31, 2028

THIS AGREEMENT made this 8th day of November, Anno Domini, Two Thousand and Twenty-One.

BETWEEN:

CAREGIVERS INC., 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 "Employer");

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 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 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 RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer listed in Schedule "A".

2.02 Any unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the Labour Relations Board.

2.03 Work of the Bargaining Unit

Employees not covered by the terms of this agreement will not perform duties normally assigned to employees within the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not readily available, or as may otherwise be mutually agreed by the parties.

2.04 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.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 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 rights, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects, including, without limitation, the right, power and authority to make, enforce and alter, from time-to-time and at any time, rules, regulations and policies to be observed by the employees.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4.01 Definitions

(a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 2.

- (b) "Day" means a calendar day, beginning at 0000 hours and ending at 2359 hours, unless otherwise stipulated in the Agreement.
- (c) "Employee or employees" means any person employed in a position which falls within the bargaining unit.
- * (d) "Employer" means Caregivers a Brightisle program.
- (e) "Holiday" means the twenty-four (24) hours period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (f) "Week" means the period from 0001 hours Saturday to 2400 hours the following Friday, inclusive.
- (g) "Year" means the calendar year unless otherwise provided.
- (h) "Layoff Notice" means notice in writing which is hand delivered to the employee or a person the employee has designated in writing to receive written communication from the Employer or delivered by registered or certified mail or courier or delivered via electronic mail to the address on file for the employee.
- (i) "Business days" means days when the Employers head office is open.
- (j) "Time sheet" means a properly completed electronic record or hours log as reasonably required by the Employer.
- (k) "Contacted" means a documented attempt by the Employer, including date and time, to establish communications with an employee by using the contact information provided to the Employer by the employee.
- (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.

- (m) Geographical Area for the purpose of this agreement shall be defined by consensus between the Employer and employee in which the employee is able to work.

In the event that a consensus cannot be reached, Geographic area shall mean a radius of 40km from the employee's home with the Employer taking in consideration the cost associated with travel and hours scheduled for that employee.

- * (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.

4.02 Gender

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 Employer agree to incorporate gender neutrality throughout this Agreement.

ARTICLE 5 UNION SECURITY

5.01 (a) 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.

(b) Notification of Deductions

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.

5.02 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 cheque shall be accompanied by a list which shows the employee's full name, Social Insurance Number, mailing address, phone numbers, 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.

5.03 Shop Stewards

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

5.04 Union Leave for Processing Grievances and Complaints

- (a) Every effort shall be made to schedule meetings during an employees' time off. In the event that this is not practical, and where operational requirements permit, grievance meetings shall be scheduled during the working hours of the grievor and one (1) Local Union representative. In the case of a group grievance, one (1) employee from the group will be entitled to such leave.
- (b) The Employer recognizes the right of employees to be represented by a paid full time representative of the Union at any formal step in the grievance and arbitration procedure.

5.05 New Members

The Employer agrees to give new employees a union card, a copy of the Collective Agreement and a list of the local executive and shop stewards, as provided by the union.

5.06 * Bulletin Boards

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

ARTICLE 6 NO DISCRIMINATION

- 6.01 The Employer and the Union agree that there shall be no discrimination with effect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by any grounds prohibited under the *Human Rights Code* of Newfoundland and Labrador, nor by reason of their membership or activity in the Union.

ARTICLE 7 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 Definition

For the purpose of this Agreement, a Grievance means a complaint in writing presented in accordance with this Agreement arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

8.02 Grievance Process

Complaint Stage (Verbal)

It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible. It is understood that both employee and union policy grievances must be discussed at the complaint stage prior to becoming a valid grievance. An employee has no grievance until the employee has first submitted their complaint to the Shop Steward and said Steward considers the complaint to be justified and until the employee and shop steward have given their immediate supervisor or another supervisor designated by the Employer the opportunity to resolve the complaint. Such complaint(s) shall be discussed with the immediate

supervisor within five (5) business days after the circumstances giving rise to the complaint occurred or after such circumstances ought reasonably to have come to the attention of the employee or the Union. The Employer shall provide a response to the complaint within five (5) business days of the discussion.

Step 1 (Written)

Failing settlement at the complaint stage, the employee may submit a formal grievance, in writing, signed by both the grievor and the Shop Steward, to the immediate supervisor within five (5) business days of the response at the complaint stage. Such grievance shall state the nature of the grievance, the remedy sought and the provisions of the Agreement which are allegedly violated. The supervisor shall reply to the grievance in writing no later than five (5) business days from the time the grievance was submitted to them.

Step 2

Failing settlement at Step 1, the grievor, through the Shop Steward, may submit the grievance within five (5) business days from the reply at Step 1 to the Executive Director or designate. The Executive Director or designate shall meet with the Shop Steward and the grievor in an effort to settle the grievance. The Executive Director or designate shall reply to the grievance no later than ten (10) business days from the time the grievance was submitted to them. The Employer shall provide the Union with a list of Executive Directors as designated as required from time to time.

Step 3

Failing settlement at Step 2, either party may refer the grievance to arbitration within fifteen (15) business days of the Step 2 decision.

8.03 Union Representation

The employee may be represented by a full time representative of the Union at Step 1, 2 or 3 of the Grievance Procedure.

8.04 Time Limits

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

8.05 Suspension or Discharge Grievance

A grievance by an employee who has completed their probationary period claiming that they have been unjustly discharged or suspended may be submitted directly to the Executive Director or designate at Step 2 of the Grievance Procedure. Such grievance must be received by the Executive

Director or designate within five (5) business days of the date of notification of the suspension or discharge. The Employer shall provide the Union with a list of Executive Directors as designated as required from time to time.

8.06 Policy and Group Grievances

(a) Policy Grievance

Where a grievance is initiated by either the Union or the Employer, the procedure shall start with the Executive Director or designate at Step 2 of Clause 8.02. The Employer shall provide the Union with a list of Executive Directors as designated as required from time to time.

(b) Group Grievance

Where a number of employees have similar grievances and each employee would otherwise be entitled to grieve separately, they will present a group grievance in accordance with Article 8.02 identifying to the Executive Director or designate each employee who is grieving.

8.07 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error, or by the inadvertent omission of a Step in the Grievance Procedure.

ARTICLE 9 ARBITRATION

9.01 No matter may be submitted to arbitration under this article unless settlement thereof has been attempted through the grievance procedure set out in Article 8.

9.02 Notice to refer a grievance to arbitration shall be in writing in accordance with the time limits set out in the grievance procedure. Failure to refer a grievance to arbitration within the specified time limits will be interpreted as abandonment of the grievance.

9.03 With ten (10) workdays from the time of the notice to either party of its intention to submit the grievance to arbitration, the parties shall appoint their respective nominees to the arbitration panel, who will select a mutually agreeable chair within a further fifteen (15) days, or if mutually agreed the parties may, within the initial ten (10) days period agree to the appointment of a sole arbitrator to hear the matter.

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board in which event the provisions of this article and any other provisions which refer to an Arbitration Board shall apply equally to a single Arbitrator. Should the parties fail to agree upon an Arbitrator, then the party initiating the grievance shall request the appointment of an arbitrator by the Minister of Labour.

- 9.04 The decision of the arbitration panel shall be binding on both parties. The arbitrator shall have no authority or discretion to alter, amend or modify any provisions of this agreement.
- 9.05 The arbitration panel shall render its decision in writing within thirty (30) days from the date of the hearing.
- 9.06 Each party shall pay:
- (a) the fees and expenses of the nominee it appoints; and
 - (b) one-half (½) of the fees and expenses of the Chairperson.
- 9.07 If agreed by the parties, alternative dispute resolution mechanisms may be employed as an alternative to the traditional arbitration process.
- 9.08 Time limits may be extended by mutual agreement, in writing, between the parties to the grievance.
- 9.09 The parties may have the assistance of employees who are required to appear as witnesses in arbitration. Employees who are required to appear as a witness will be granted time off work without pay.

ARTICLE 10 LABOUR-MANAGEMENT/OCCUPATIONAL HEALTH COMMITTEE

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

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 suffer no loss of pay.
- (b) No employee shall be required to travel on Employers business outside their district or geographical area during severe weather conditions or declared state of emergency. Accommodations or alternate travel shall be required 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 closure of highways or roadways that are impassible as declared by police services or highway officials may choose to use vacation pay if they are unable to report to work due to severe weather conditions.
- (d) The parties agree that schedules can be rearranged, where possible, when an employee is unable to report to work due to severe weather conditions.

ARTICLE 12 PROBATION, DISCIPLINE AND EMPLOYEE FILES

12.01 Probation - Probationary Period

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 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.

12.02

DisciplineNotification

- (a) The Employer has the right to discipline and discharge employees for just cause. Where the Employer is considering taking any form of written disciplinary action against an employee, the Employer shall conduct its investigation in an expeditious manner and shall notify the employee of any disciplinary action within ten (10) business days of the occurrence or discovery of the matter giving rise to the discipline.

(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 in advance. It is the responsibility of the employee to acquire union representation. In the event that the employee is unsuccessful with contacting a Shop Steward; such meeting shall be postponed. If the employee decides not to contact a Union Representative, the Employer shall have them note their decision in a prescribed form that clearly indicates that they have waived their right to representation. All Union representation waivers shall be forwarded to the Union.

(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 in the pay period. 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 time line and awarding appropriate compensation to the suspended employee.

In the event the investigation concludes that an employee is to be reassigned or removed from a position, the Employer shall offer the employee alternate work based on their qualifications, seniority, and availability of work in the employee's region.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

12.03 Employee Files

There shall be only one (1) employee file, and the employees shall have access to review their file, provided reasonable notice is given, and Management is present. This right will not be exercised more often than once every three (3) months. The employee file shall consist of a hardcopy file along with necessary electronic documentation contained in the Employer's Human Resource Information System.

12.04 A written warning or other disciplinary record shall not be considered in subsequent disciplinary action if the relevant period of time has expired without a violation or infraction being committed that warrants disciplinary action.

The above noted period of time shall be eighteen (18) months for any disciplinary record being placed on an employee's file. Verbal sanctions by the Employer shall be considered coaching action and shall not form any part of the progressive disciplinary procedure.

12.05 Criminal 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. No compensation shall be paid for legal counsel not pre-approved by the Employer.

ARTICLE 13 SENIORITY13.01 Seniority Defined

- (a) Subject to Clause 13:01 (c) and Clause 13:04, seniority ranking for all employees shall be determined by the employee's date of hire.
- (b) Seniority shall operate on a bargaining unit wide basis.

- (c) Date of hire ranking shall commence on November 18, 2015 for all new hires. The existing seniority list using hours of work shall be preserved effective November 17, 2015 and such ranking will remain unchanged with new hires being placed according to their date of hire.
- (d) If the situation should develop whereby two (2) or more employees have the same date of hire, with the exception of employees on the preserved listing, seniority shall be broken by random draw; i.e. drawing names from a hat. A Union Representative, together with individuals whose names are in a hat, or their designates, are entitled to be present with management when the draw takes place.

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 sent to employees via electronic mail and posted in January and July of each year. The seniority list for all employees shall show, subject to Clause 13.04 and 13.01 (c), the last date of hire for each employee by classification and home office location. The "cut off date" for the January list will be the end date for the final payroll in December of the previous year and the July list cut off date will be the final pay period of June.

13.03 Probation for Newly Hired Employees

After the completion of the probationary period as specified in Article 12, employees shall be credited with seniority for all paid hours accumulated during the probationary period, and seniority shall be effective from the original 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) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) resigns; in writing and does not withdraw their letter of resignation within three (3) calendar days of its submission. In the event of a verbal resignation, verification of the resignation shall be confirmed by the Employer on the third day of the employee's resignation. A failure of the employee to respond to the Employer's verification email within twenty-four (24) hours shall be deemed verification of the resignation.

- (c) is absent from work in excess of three (3) working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;
- (d) fails to return from layoff within seven (7) calendar days of being notified by registered, certified or hand delivered mail or by electronic mail, except when such failure is caused by sickness verified by a medical certificate or by just cause. It shall be the responsibility of the employee to keep the Employer informed, in writing or by electronic mail, of their current address and telephone number;
- (e) is laid off for a period longer than twenty four (24) months.
- (f) The Employer has attempted to contact the employee for recall from layoff and the employee has not responded to the Employer within five (5) days without providing satisfactory reasons to the Employer.
- (g) Makes any arrangement with a CareGivers client to provide services outside their scheduled work with the client or outside the Employer's contractual arrangement with the client.

13.05

(a) Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent.

(b) Leave for Work Outside the Bargaining Unit

Effective April 1, 2010, the Employer may, at its sole discretion, offer temporary employment outside the bargaining unit to members of the bargaining unit. Such employees shall be entitled to a maximum of twelve (12) months unpaid leave for the purposes of accepting work outside the bargaining unit as offered by the Employer.

- (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, they shall accrue the equivalent of six (6) month's seniority.
- (ii) Employees may return to their regular bargaining unit position subject to giving the Employer two (2) week's notice, in writing.

- (iii) Employees shall continue to pay dues.
- (iv) Employees shall not have access to the grievance procedure.

ARTICLE 14 JOB COMPETITIONS AND PROMOTIONS

14.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post notices of the position in accessible places in the Employer's premises, as well as, via email to all employees for a period of not less than seven (7) calendar days prior to awarding the position.

14.02 Information on Postings

Notices of new positions or of vacancies inside the bargaining unit shall contain the following: title of position; qualifications; required knowledge and education; skills; wage classification, shift rotation, city/town of where the posting is required; and the type of shift work to be performed. Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 Procedure for Filling Vacancies

- (a) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.
- (b) Where;
 - (i) In the Employer's opinion, a temporary position is expected to exceed a period of thirteen (13) weeks, the position shall be posted in accordance with 14.01.
 - (ii) A temporary position has a termination date, it shall not be extended by more than thirteen (13) weeks unless mutually agreed by the employee and the Employer.
 - (iii) Where the employee declines an extension, the Employer shall fill the position as per Clause 14.03(b)(i). The thirteen week period shall commence when the employee vacates the position.

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.

14.05 Trial Period

The successful applicant shall be placed on trial for a period of 480 working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of 480 working hours. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job, they shall be returned to their former position and salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, and 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.

14.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy and indicates so in their application. Such an employee will be given a reasonable opportunity to qualify for the position, taking into consideration the business needs of the Employer.

If the employee commences working in the position without the required qualifications, they shall have the opportunity to revert to their former position if the required qualifications are not met within a time established between the employee and Employer prior to the commencement of work in the position.

14.07 Notification of Successful Applicant

Within seven (7) days of the date of the appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin board(s) for the Union notices. Applicants may

be advised through means of internal electronic mail system where the Employer has provided appropriate access to the employee.

14.08 Incapacitated Worker Provision

- (a) An employee who is confirmed as having some functional impairment such that they cannot perform the normal duties of their position and who is not receiving full benefits from the Workplace Health, Safety, and Compensation Commission:
 - (i) Will displace a junior employee in the same classification in the geographic region of the incapacitated employee provided that they are qualified and able to perform the work required and provided that the employee being displaced is less senior;
 - (ii) In the event that there is no junior employee who can be displaced in the same classification, the employee shall displace a junior employee in another classification in the geographic region provided that they are qualified and able to perform the work required and that the employee being displaced is less senior.
- (b) If an employee is displaced under 14.08(a)(i) or 14.08(a)(ii) they shall displace a junior employee in another home provided that they are qualified and able to perform the work required. The Employer shall continue to adjust employee placements according to seniority, provided that any employee displaced through this process is the least senior.
- (c) Employees in full time positions may transfer to the recall list after exhausting the options in (a) and (b).
- (d) Recall employees shall not displace employees in full time positions.

ARTICLE 15 STAFFING AND SCHEDULING

15.01 Hours of Work

- * (a) Recognizing the particular and unique needs of clients of the 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.

- (b) The parties acknowledge that client needs and/or preferences may impact staffing actions.

- (c) Call-In List

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).

- (d) Employees who wish to be considered for reassignment may make such a request, in writing, to the Employer. Employees shall provide a minimum of fifteen (15) business days' notice for such requests.

15.02

- (a) 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 call-in employees on a seniority basis:

- (i) to a maximum of eighty (80) hours bi-weekly for employees who regularly work twelve (12) hour shifts or by mutual consent of the employee and Employer for employees who regularly work shifts less than twelve (12) hours

OR

- (ii) to a maximum of forty (40) hours/week for employees who regularly work shifts less than twelve (12) hours.

- (b) Employees who are regularly scheduled to work less than full-time hours, and who wish to be considered for additional hours, must advise the Employer, in writing, of their availability. The Employer is not obligated to offer additional or alternate hours to employees who do not clearly state in writing their availability for such hours.
- (c) Employees may not receive their full requested hours if they have limited their availability.

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.

Two 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 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 employees in each home. Employees shall give the Employer four (4) weeks' notice prior to the requested date of change.

15.04 An employee is not obligated to accept a shift that is less than three (3) hours in duration with the exception of attendance at investigations and training.

15.05 It is the responsibility of employees to ensure the Employer is notified in writing of their current mailing address, telephone number(s), and applicable banking information.

15.06 (a) (i) Employees 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 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.

- (b) Subject to operational requirements, the Employer may refuse to grant any request where the employee seeks to work less than twenty-four (24) hours in a bi-weekly pay period.
- (c) Employees who 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.
- (d) An employee will not be scheduled to work more than:
 - (i) three (3) consecutive days without days off, for employee's who regularly work twelve (12) hour shifts, except by mutual agreement of the employee and the Employer.

OR

- (ii) six (6) consecutive days without days off for employees who regularly work less than twelve (12) hour shifts except by mutual agreement of the employee and the Employer.
- (e) Employees shall be permitted to change shifts with another employee provided the request is made in advance and approved in writing by their immediate Manager or scheduling coordinator. Requests for shift switches must be made in the pay period in which they occur and shifts may only be changed for another shift in the same pay period. Employees shall not be paid overtime for any hours worked as a result of an unapproved schedule change.
- (f) Where operational, staffing and scheduling contingencies make it possible, the Employer shall schedule at least twelve (12) hours between shifts for employees who regularly work twelve (12) hour shifts, unless the employee and the Employer mutually agree otherwise. Notwithstanding the above, all employees shall receive a minimum of eight (8) consecutive hours rest from work in each unbroken twenty-four (24) hour period.
- (g)
 - (i) Subject to the other provisions of this Article, the Employer shall make a reasonable effort to schedule work so as to maximize their hours of work. The Employer shall also make a reasonable effort to schedule work so as to provide consecutive hours where possible.
 - (ii) Subject to Clauses 15.06 (a) and Clause 16.01 (a), the parties recognize the role of seniority ensuring precedence of hours worked for senior employees; 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.

- (h) If an employee reports for a scheduled shift and the shift is subsequently cancelled, the employee shall be paid for the scheduled hours.
- (i) If an employee is scheduled for client specific or mandatory training with the Employer outside of normal working hours, these hours scheduled shall be considered as hours worked but shall not be considered for the calculation of overtime.
- (j) Each employee shall advise the Employer, in writing, of the geographical area in which 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 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 Smoothing

Employees who work in full time 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).

15.08 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. Employees 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.

- (a) (i) Effective date of signing an employee required to perform standby duty shall be paid twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.
- (ii) When standby is required on a statutory holiday, the rate of compensation shall be twenty two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.

(b) Twelve Hour Shifts

- (i) An employee required to perform standby duty shall be paid thirty dollars and sixty cents (\$30.60) for each twelve (12) hour shift of standby.
 - (ii) When standby is required on a statutory holiday, the rate of compensation shall be thirty three dollars and ninety cents (\$33.90) for each twelve (12) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
 - (d) The volume and frequency of standby duty shall be at the sole discretion of the Employer. In overtime situations, standby shall be equitably distributed.
 - (e) Subject to 15:06, 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.

15.09 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 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) 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.

- 16.02 (a) All overtime hours worked shall be compensated at the rate of one and one half of the employees regular rate of pay for that position.
- (b) In lieu of 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 payment must be included with the employee's time sheets, or via email, for the week in which the overtime was worked. Such "banked" overtime shall be recorded at the rate established in accordance with Clause 16.02 (a).
- 16.03 Subject to Article 23.05, overtime hours shall be divided in a fair and equitable manner among employee's who normally work in the home and are qualified to perform the available work. After exhausting the list of employees in that home, the Employer shall then offer overtime to employees within the geographic area in a fair and equitable manner.
- 16.04 Double Shift/Overtime
- An employee shall not be required to work a double (2) shift or overtime without their consent except under emergency circumstances.
- 16.05 Overtime Lists
- If an employee who has elected to be on the "Overtime" call list is contacted for a shift but refuses, that employee shall be placed on the bottom of the overtime call list.
- 16.06 Calculating of Overtime Rates
- An employee who is absent on approved paid leave during their scheduled work week because of sickness, bereavement, holidays, vacation or other approved paid leave of absence shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.
- 16.07 The Employer shall not adjust a Home Support Worker's confirmed schedule to avoid payment of overtime where said overtime does not constitute a violation of other parts of this agreement or the Labour Standards Act, generally.

ARTICLE 17 HOLIDAYS17.01 Holidays

The following are recognized as statutory holidays:

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

(NOTE: It is understood that an employee who is on approved leave satisfies the requirements of Clause 17.02(2).)

17.02 Holiday Pay

- (1) Employees who work on a statutory holiday will receive payment at double (2) time rates for all hours worked.
- (2) Employees who do not work on the statutory holiday will be paid as follows:

Provided that an employee has been employed for at least thirty (30) days prior to the statutory holiday and has worked their scheduled shift prior to and after the statutory holiday, the employee shall be compensated for the statutory holiday on a pro rata basis in accordance with the average number of hours worked in a day for the twenty eight (28) day period immediately prior to the statutory holiday. This shall be calculated by dividing the number of hours worked or on approved leave in the past 28 days by 20. Under no circumstances shall an employee be entitled to more than twelve (12) hours of pay based on the above calculation. For the purpose of this Clause, paid leave shall be considered as scheduled time worked.

- (3) If an employee works less hours on the paid holiday than they would normally work, the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular days pay as calculated in 17:02 (2).

17.03 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 shall receive New Year's Eve as a scheduled day off, and an employee scheduled to work on New Year's Day shall not be

scheduled to work on Christmas Day and shall receive Christmas Eve as a scheduled day off, unless otherwise mutually agreed between the employee and the Employer.

The parties agree that scheduling flexibility with respect to scheduled days off and weekends off shall be required for a four (4) week period that includes Christmas and New Year's in order to accommodate no loss of hours for employees.

- (b) The Employer agrees that, employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Year's of one year shall have New Year's off the following year unless otherwise mutually agreed between the employee and the Employer.
- (c) An employee may request to not be scheduled one of either Christmas Day or the corresponding New Year's Day. The Employer shall make best efforts to accommodate such a request.

ARTICLE 18 VACATION LEAVE

18.01 * (a) 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
Fifteen (15) or more calendar years of service	9% of wages paid

(b) Vacation leave shall be banked as accrued wages and actual leave time shall be calculated as follows:

$Bank \div Current Wage = Available Leave Hours$

Where "Bank" is the amount accrued by the employee under 18.01 (a) and Current Wage is the employee's current wage rate at the time when leave is requested.

- (c) Employees shall be permitted to carry forward a maximum amount of vacation leave equivalent to eighty-four (84) hours over a Calendar year.
- (d) For the purposes of vacation leave, a calendar year shall be considered to be February 1 - January 31.
- (e) Upon termination of employment, any vacation leave balance shall be paid out to the employee. It is understood that employees who are unable to obtain approval for paid leave and would otherwise lose

accumulated paid leave shall be paid out at the end of the vacation year.

- * (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.
- 18:02 (a) Subject to Clause 18.01, the Employer will make all reasonable efforts to grant Employees leave based on their accumulated entitlement for the purpose of vacation. Where that Employee provides at least thirty (30) days notice of their request, every reasonable effort will be made to grant the Employee the leave for vacation as requested. Requests for vacation during the months of June to August must be submitted, in writing, no later than April 15th. Vacation shall be limited to no more than two (2) consecutive weeks during that period. Approval for vacation requests for the months of June to August shall be posted by May 15th.
- (b) Requests for vacation leave of short duration shall be accommodated whenever possible.
 - (c) Employees in the Home, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority, thereafter, the rotation will proceed without regard to seniority.

ARTICLE 19 SICK LEAVE/FAMILY LEAVE

19.01 * (a) 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 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.

(b) Sick Leave Entitlement

Employees shall be entitled to paid sick leave at a rate of two percent (2%) of their wages paid.

Sick leave entitlement is cumulative and an employee may carry an entitlement to a cap of three hundred and thirty-six (336) hours. Amounts accrued beyond the cap shall be payable directly to the employee. Such entitlement is not payable upon cessation of employment for any reason.

- (c) The Employer may require a note from a qualified medical practitioner for any period of sick leave in excess of two (2) consecutive days or where the Employer has reasonable grounds to question the validity of the employee's claim for sick leave. In such cases where the Employer questions the validity of the claim for sick leave, it shall be with reasons to the employee.

- * (d) Payment for Additional Medical Information

Any medical related forms required by the Employer that have associated costs, shall be paid for by the Employer. The Employer shall not be responsible for any costs not brought to its attention or consented to by the Employer.

- (e) Employees who fail to accept work for reasons of illness or cancel a scheduled shift because they are sick, are required to use any sick leave that is available to them at that time, otherwise, they will be placed on unpaid sick leave.

- * (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.

- * (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.

- * (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.

* (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.

19:02 Family Leave

(a) Subject to Clause 19.02 (b), an employee shall be granted one (1) paid day and two (2) unpaid days of family leave each calendar year to:

- (i) Attend to the temporary care of a sick family member living in the same household;
- (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 living in the same household 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 19.02 (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.

19:03 Notification

After exhausting sick and family leave benefits, employees must inform the Employer as soon as possible of their intention to request unpaid sick leave or unpaid family responsibility leave, and must contact the Employer prior to their anticipated return to work.

19.04 Injury on Duty

An employee who is injured at work in the performance of their duties as an employee and is either required to leave for medical treatment or is sent home because of such injury shall receive payment for the remainder of their scheduled shift on that day.

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 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.

20.02 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 upon request. Employees will not accrue any service or benefits, except seniority during such an absence.
- (b) Where operational requirements permit, and on reasonable notice, the Employer may grant leave of absence without pay and without loss of seniority to employees to attend union workshops, conferences or other union business.

20.03 Bereavement Leave

(a) (i) * Immediate Family Entitlement

If the death occurs in the immediate family of an employee, the employee shall be granted leave upon request to a maximum of seven calendar 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) days missed during the period. An employee may elect to return earlier than the seven day period. In the event of a delayed interment, an employee may choose to reserve one (1) day of their entitlement to be accessed to correspond with the interment service.

- (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 to attend the death of an Immediate Family Member, the employee shall be entitled to (1) one extra unpaid day for the purposes of travel.

- (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, 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.

- (b) Leave to Attend Funeral

Employees are entitled to bereavement leave without pay to attend the funeral of the employee's aunt, uncle, niece or nephew.

- (c) Employees shall, upon request, provide the Employer with written proof of death in a form acceptable to the Employer.

20.04 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 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) An employee who is the parent of a child shall be entitled , upon application to;

- (i) 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 notice of the

date the leave is to begin.

- (ii) 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 four (4) weeks 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 duties at their former position but not necessarily the same case, subject to the availability of work.
- (g) Subject to Clause 19.01 (b), 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.
- (i) An employee on maternity or parental leave shall be considered for any vacancies for which 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

- (a) In accordance with the *Labour Standards Act*, an Employee who legally adopts a child shall be granted, upon application, Adoption Leave without pay for a maximum of seventeen (17) calendar weeks. Adoption Leave may be taken in conjunction with unpaid Parental Leave (61 weeks), for a combined 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 notice of their intention to return to work from adoption leave.

- (c) Upon return from adoption leave, the employee shall resume their former duties at 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.
- (e) An employee on maternity or parental leave shall be considered for any vacancies for which 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.

20.06 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.

20.07 Common Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances.

20.08 Education Leave

- (a) An employee who is upgrading their employment qualifications through an Employer approved course shall be entitled to leave of absence without pay to write examinations required by such course. The employee is required to provide fourteen (14) days written notice of the date and time of such exam.
- (b) Employees may avail of Employer approved education leave without loss of seniority but without accumulation while on educational leave.
- (c) Employees who are attending an approved program of study at a recognized educational institution and who are not in a confirmed position may limit their availability so as to exclude times they are required to attend classes or labs. Employees shall not be required to work a night shift immediately prior to the examination when they have a scheduled examination during the day. Employees shall be able to opt out of being scheduled for shifts when required to attend a work term for their education institution. Confirmation of school schedules, examination schedules, or work term schedules shall be required.

20.09 Extended Unpaid Leave

Upon written request, an employee who has completed two (2) years of service shall be granted leave to a maximum of twelve (12) months without pay, without loss of seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks.

20.10 * 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) 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 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.
- (iii) 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

21.01 Classifications and Wages

- (a) Employees shall be paid wages as set out in Schedule A - Classifications and Wages.
- (b) The Employer shall develop and maintain job descriptions for each bargaining unit position. Copies of these job descriptions will be made available to the employees and the Union within three (3) months of the signing of this agreement. The parties may amend the position description(s) from time to time with mutual consent.

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.
- (b) Time sheets shall only be completed for the particular shift worked by the employee and will not be signed in advance by the client.
- (c) Telephony Abuse
No employee or any other person shall perform any telephony function on behalf of an employee. Any employee found to be using or modifying the telephony account of another employee shall be subject to discipline up to and including termination of employment.

21.03 Pay Day

- (a) Employees shall receive their pay bi-weekly. Overtime pay shall be included in the regular pay for the pay period next succeeding the pay period during which overtime was earned. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, accrued leave and all payroll deductions. Employees are responsible to review their pay records and report any discrepancies to the Employer within thirty (30) days of receipt of payroll statement.
- (b) Pay day is every second Friday. The Employer will make every reasonable effort to ensure that direct deposit are made every second Thursday, provided that the employee has submitted their time sheets within the prescribed time frame.
- (c) Employees must provide signed timecards to their home office by clearly posted payroll cutoff dates. Employees who do not provide signed verification for shifts worked will not be paid for these shifts. If an employee fails to provide signed timesheets within the prescribed time period, the employer is not obliged to issue a separate payroll cheque and the timecard will be processed with the next regular payroll.
- * (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 * 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 22 STRIKES AND LOCKOUTS

22.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 23 TERMINATION AND LAYOFF

23.01 The Employer shall process the Record of Employment (ROE) of an employee after any seven (7) consecutive day period without work. A hard copy of the Record of Employment shall be available if requested by an employee.

23.02 The Employer agrees to make every reasonable effort to replace hours lost by an employee in accordance with Article 14.

23.03 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.

23.04 No New Employees

No new employees shall be hired until employees who are on layoff status or under the notice of layoff are recalled and all employees are offered their maximum available hours.

23.05 Call-In List

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).

ARTICLE 24 HEALTH AND SAFETY

24.01 Workers' Compensation

(a) Eligible employees, as defined by the legislation, shall be covered by the Workers' 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 on Workers' Compensation return to their

former duties, and if the Workers' 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 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 ease back, shall earn the benefits of their Agreement, including seniority, and years of service.

24.02 Safety Equipment

If the employer requires that safety equipment or supplies be used for the purpose of providing client service, the employer will arrange for these items to be provided.

- 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.

24.04 Vaccinations

The Employer shall pay the cost of any vaccinations for employees who are required to work with clients diagnosed with a vaccine preventable disease that is reasonably known to the Employer.

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 electronic platforms. It is the responsibility of the employee to access and review the information contained therein. 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.

The Employer 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

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.

24:07 Clothing/Supplies

Any specialized uniform clothing and/or supplies required by the Employer shall be provided by the Employer.

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 \$300 in any single instance, or \$600 in any calendar year.

24.09 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.

ARTICLE 25 DEPARTMENT OF HEALTH OPERATING STANDARDS

25.01 Employees are required, through the Operating Standards from the Department of Health governing home support, to provide certain documentation including medical record of good health, evidence of specific training and a clear record of conduct. Acquiring and maintaining such documentation is the responsibility of the employee.

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, 2028.
- (b) This Agreement shall remain in force for the period specified in Clause 26.01(a) above and shall be automatically renewed unless either party notifies the other party in writing of its termination or

proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the termination date of this Agreement.

26.02 Any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

SCHEDULE A CLASSIFICATION 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
Supervised Access	\$18.00	\$18.75	\$19.45	\$20.30	\$21.05

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

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 and
Labrador Association of Public and Private
Employees:



November 8, 2024
Date

Signed on behalf of CareGivers:



November 15, 2024
Date

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 the Government by April 1, 2025.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

David Stealey

November 8, 2024
Date

Signed on behalf of CareGivers:

Kevin Peth

November 15, 2024
Date

LETTER OF UNDERSTANDING

GROUP BENEFITS PLAN

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.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of CareGivers:

David Stealey

Kenneth

November 8, 2024
Date

November 15, 2024
Date

LETTER OF UNDERSTANDING

**RE-ASSESSMENTS OF CLIENTS FOR APPROPRIATE CLASSIFICATION
ASSIGNED TO THAT CLIENT**

The Employer shall assess any clients with complex behavioral concerns and who are cared for by home support workers. If such clients would be more appropriately classified as Developmental Support clients, the Employer shall lobby the relevant payor to have the client reclassified and shall provide reasonable training to the current home support employees attending to the client so that they may apply to the vacancies that would be created in the Developmental Support classification.

Signed on behalf of Newfoundland and
Labrador Association of Public and Private
Employees:



November 8, 2024
Date

Signed on behalf of CareGivers:



November 15, 2024
Date

LETTER OF UNDERSTANDING

MEDICALLY FRAGILE AND OTHER SIMILAR ARRANGEMENTS

The Employer may establish shift differentials to address particular client needs. Employees in the relevant classification 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.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:



November 8, 2024
Date

Signed on behalf of CareGivers:



November 15, 2024
Date

LETTER OF UNDERSTANDING

CRISIS PREVENTION TRAINING PROVIDED BY EMPLOYER TO ALL EMPLOYEES

The Employer shall continue to offer relevant Crisis Intervention training to its employees in particular classifications and excess capacity in such classes shall be used to offer training to classifications other than those ordinarily instructed. (For instance, TCI to CYCW with excess classroom capacity going to either DSW/SG or HSW workers on seniority basis.)

Only employees mandated to attend such training shall be paid at their applicable hourly rate of pay.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of CareGivers:

David Healey

Kevin Petu

November 8, 2024

November 15, 2024

Date

Date

LETTER OF UNDERSTANDING

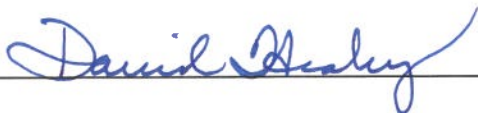
VEHICLE USE AND INSURANCE

- (a) 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</u>	<u>Rate</u>
Date of Signing	51¢ per km.

- (b) Employees required to use their vehicle as per (a), shall provide proof of registration and insurance requirements for such use.
- (c) Mileage claims shall be submitted in a form and manner determined by the Employer and shall be paid within three (3) weeks of submission.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:



November 8, 2024
Date

Signed on behalf of CareGivers:



November 15, 2024
Date

SIGNED this 8th day of November, 2024.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

SIGNED ON BEHALF OF CAREGIVERS INC.:

Kenn Pitt - CEO Brightside

Tony Moore
Witness

Cliff
HR Director - Brightside

Tony Moore
Witness

J. Lieme
HR Manager - Brightside

Tony Moore
Witness

Holly King
Provincial Director - Caregivers

Tony Moore
Witness

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

Jerry Earle
Jerry Earle - NAPE President

David Healey
Witness

Trevor King
Trevor King - NAPE Secretary/Treasurer

Erica Smith
Erica Smith - Negotiating Team Member

Aadime Jaisey
Aadime Jaisey - Negotiating Team Member