

NAPE

Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

**CHOICES FOR YOUTH INC.
(LILLY & SHELTER)**

and

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

(Expires: April 26, 2028)

THIS AGREEMENT made this 31st day of July, 2024

BETWEEN:

CHOICES FOR YOUTH INC. (LILLY & SHELTER)
(hereinafter referred to as "the Employer")

of the One Part

AND:

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**
(hereinafter referred to as "the Association")

of the Other Part.

WITNESSES that, for and in consideration of the mutual promises, covenants, terms and conditions contained herein, the parties hereto agree as follows:

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ARTICLE 1
PURPOSE AND INTENT

1.01 Purpose

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association and to set forth certain terms and conditions of employment.

1.02 Conflict

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

1.03 Non-Gender Specific Language

The parties recognize the need to use non-gender-specific language in reference to individuals. In this Agreement, any use of gender-specific language shall be interpreted as non-gender-specific. Use of customarily singular language is intended to apply in the singular, and use of customarily plural language is intended to apply in the plural, unless otherwise explicitly stated or apparent from the context.

1.04 No Discrimination

The Employer, Union and employees agree that all employees are entitled to a workplace in which no discrimination is exercised or practiced by reason of any of the prohibited grounds listed in the Newfoundland and Labrador *Human Rights Act, 2010*, or by membership or activity in the Union. The Employer agrees that there shall be no discrimination with respect 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 reason of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, political opinion, the conviction for an offence that is unrelated to the employee's employment, nor by reason of an employee's membership or activity in the Association.

1.05 (a) Sexual/Personal Harassment

Both the Employer and the Association 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 Association 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 bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases, and that the victim is protected from potential repercussions from making a complaint.

(b) 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.

(c) 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 2
MANAGEMENT RIGHTS

2.01 The Association acknowledges and agrees that, except as specifically restricted by this Agreement, the Employer shall have the exclusive right to plan, operate, and manage its operation and affairs including, but not limited to, the right to:

- (a) maintain order, discipline, efficiency and productivity;
- (b) manage and direct its workforce in a safe, efficient and productive manner;
- (c) hire, layoff, recall, transfer within the bargaining unit, promote, evaluate, or classify employees;
- (d) discipline, suspend or terminate the employment of any employee in accordance with this Agreement;

- (e) make, enforce, and alter, at any time, rules and regulations to be observed by the employees, provided that the rules and regulations do not conflict with the provisions of this Agreement;
- (f) plan, organize and direct the operation, including scheduling hours of work, preparing and amending job descriptions, and changing, adding, or eliminating classifications in the bargaining unit;
- (g) determine methods and techniques of work, requirements and qualifications for positions;
- (h) determine the number of employees to be employed, and the expansion, limitation or cessation of operation at The Lilly and The Shelter, or any part of it; and
- (i) utilize other expertise within its organization to perform specialized and/or critical work.

ARTICLE 3 **DEFINITIONS**

3.01 Definitions

- (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 4.
- (b) "Classification" means the identification of a position by reference to a class title and pay range.
- (c) "Day" means an average working day unless otherwise stipulated in this Agreement.
- (d) "Employee" or "Employees" where used, is a collective term except as otherwise provided herein, including all persons employed in the classifications contained in the bargaining unit, as outlined in Schedule "A".
- (e) "Employer" means Choices for Youth.
- (f) "Fiscal Year" means April 1 in one year to March 31 in the next year.
- (g) "Full-Time employee" means a person who is regularly scheduled to work on a full-time basis.
- (h) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:00 a.m. of a calendar day designated as a holiday in this Agreement.
- (j) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post but retaining all recall rights in accordance with this Agreement.
- (k) "Part-time employee" means a person who is regularly scheduled to work less than the regular number of working hours of a Full-time employee.
- (l) "Permanent employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination.
- (m) "Position" means employment within a particular classification, without reference to a particular schedule (day, evening, overnight).
- (n) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (o) "Relief Worker" or "Casual Worker" means a non-bargaining unit worker who may be offered work in the bargaining unit on a casual or *ad hoc* basis.
- (p) "Temporary employee" means a person who is employed for a specific period, or for the purpose of performing specific work, and who may be laid off at the end of such period or following completion of such work.
- (q) "Notice" means notice in writing.
- (r) "Seniority" means length of service with the employer accumulated in hours and includes paid leave and approved unpaid leave of absence up to one (1) year but does not include overtime worked.

ARTICLE 4 **RECOGNITION**

4.01 Recognition

The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Newfoundland and Labrador Labour Relations Board on November 18, 2020, subject to any subsequent additions or deletions made by the Labour Relations Board or agreed by the parties.

4.02 No Individual Agreement

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

4.03 Permanent, Part-time, and Temporary Employees

Subject to Article 12 (Probation), Permanent, Part-time, and Temporary employees are included in the bargaining unit.

4.04 Shop Stewards

The Employer recognizes the right of the Association to appoint or elect a maximum of two (2) shop stewards within the bargaining unit for the purpose of addressing the administration and/or application of this Agreement. The Local President shall have the same rights as a shop steward for the purpose of assisting with grievances.

4.05 Names of Stewards

The Association shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize them.

ARTICLE 5
ASSOCIATION SECURITY

5.01 The Employer and all employees recognize NAPE as the certified bargaining agent for bargaining unit employees. All employees, as a condition of their employment, agree to pay union dues to the Association, in accordance with this Agreement.

5.02 Information to be Provided

Upon starting employment, an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment.

5.03 Acquaint New Employees

The employer agrees that all employees will be given a reasonable opportunity to view and discuss the collective agreement.

ARTICLE 6
CHECK-OFF OF ASSOCIATION DUES

6.01 Check-Off Payments

The Association shall inform the Employer in writing of the amount of membership dues and other fees, and the Employer shall deduct these amounts from the earnings of all employees from whom such amounts should be collected and shall forward same, bi-weekly, to the Association accompanied by a list showing:

- (a) the dues and fees deducted for each employee;
- (b) each employee's full name, classification and social insurance number; and
- (c) any changes from previous list with respect to the status of any employee (e.g., layoff, resignation, promotion outside the bargaining unit, etc.)

6.02 T4 Slips

The Employer shall record and report on each employee's T4 statement, the amount of membership dues and Local fees paid by the employee to the Association during the relevant taxation year.

ARTICLE 7
GRIEVANCE PROCEDURE

7.01 Prompt Procedure

Any difference between the parties arising out of the interpretation, application, administration or alleged violation of this Agreement shall be subject to the grievance procedure hereunder, including any question as to whether a matter is arbitrable. Either party to this Agreement may file a grievance.

7.02 Shop Stewards

The Employer acknowledges the rights and duties of the Association stewards to assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.

7.03 Assistance Outside Working Hours

The Association recognizes that each steward is employed by the Employer and that a steward shall not suspend their work during working hours to attend to a grievance except with the prior permission of the Program Coordinator or designate, which permission shall not be unreasonably requested or withheld. Where possible, the assistance shall be provided outside of working hours.

7.04 Settling of Grievances

In order to provide for early and speedy resolution of differences under this Agreement, any employee who believes they may have a grievance may first discuss the issue with the Program Coordinator or designate prior to initiating a formal grievance. If the employee is not satisfied with the Employer's response, the Association may initiate a formal grievance on the employee's behalf in accordance with the following process:

- STEP 1: Within seven (7) calendar days of becoming aware of the circumstances giving rise to the grievance, a party may submit a grievance in writing to the other party. A grievance by the Association shall be submitted to the Program Coordinator or designate; a grievance by the Employer shall be submitted to the Local President or designate. The grievance shall outline the nature and details of the facts giving rise to the grievance, and shall specify which article(s) of the Agreement is/are alleged to have been violated. The party receiving the grievance will provide a written response within seven (7) calendar days of receipt.
- STEP 2: Failing satisfactory resolution, the grieving party may, within five (5) calendar days of receiving the other party's response at Step 1, submit the grievance further at Step 2. A grievance by the Association shall be submitted in writing to the Human Resources Manager or designate for the Employer; a grievance by the Employer shall be submitted in writing to the Association President or designate. Within five (5) calendar days thereafter, the party receiving the grievance shall respond and, unless the grievance is settled, the parties shall schedule a meeting within a further seven (7) calendar days to discuss and explore resolution of the grievance.
- STEP 3: Within seven (7) calendar days following the conclusion of the grievance meeting, the responding party shall advise the grieving party in writing of its final decision on the grievance.
- STEP 4: Failing satisfactory resolution of the grievance at STEP 3, either party may refer the matter to arbitration in accordance with this Agreement.

7.05 Time Limits

The time limits in both the grievance and arbitration procedures may be extended by mutual agreement in writing.

7.06 Policy Grievance

Where a difference arises involving a question of general application or interpretation of this Agreement, the Association may initiate a policy grievance and shall commence at Step 2.

7.07 Association May Institute Grievance

The Association has the right to originate a grievance on behalf of an employee or a group of employees.

7.08 Step 2 Commencement

A grievance concerning the dismissal or suspension of an employee may be commenced at Step 2 of the Grievance Procedure.

7.09 Technical Objections to Grievances

No grievance will 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.

7.10 Replies in Writing

All grievances and replies shall be submitted in writing.

ARTICLE 8
ARBITRATION

8.01 Notice of Arbitration

When either party requests that a grievance be referred to arbitration, the request shall be made in writing to the other party, and the parties will agree on a sole arbitrator to hear and decide upon the grievance.

8.02 Failure to Appoint

If the parties are unable, within thirty (30) calendar days, to reach agreement on an arbitrator to hear the grievance, either party may make a request for the appointment of a sole arbitrator by the provincial Minister responsible for labour

relations.

8.03 Arbitration

The arbitrator shall determine the procedure for the hearing, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as reasonably possible, follow a layperson's procedure and shall avoid a legalistic or formal procedure, while respecting principles of natural justice and procedural fairness.

8.04 Time for Hearing and Decision

The arbitrator shall convene a hearing within sixty (60) calendar days of the appointment (or longer if mutually agreed by the parties), shall determine the difference between the parties as expressed by the grievance, and shall render a decision within sixty (60) calendar days from the conclusion of the hearing.

8.05 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the parties to the Agreement and upon any affected bargaining unit employee.

8.06 Authority of the Arbitrator

The arbitrator shall not have the power or authority to make any decision that is inconsistent with the terms of this Agreement, nor to alter, modify, or amend any article or provision of this Agreement, but in the case of discipline or discharge for just cause, the arbitrator may review, modify and/or substitute another penalty that the arbitrator deems just and reasonable in the circumstances.

8.07 Disagreement on Decision

Should the parties disagree as to the meaning and/or application of the arbitrator's decision, either party may apply to the arbitrator for clarification of the decision within thirty (30) calendar days of the decision.

8.08 Arbitrator's Fees and Expenses

Each party shall pay one-half of the fees and expenses of the arbitrator.

8.09 Amending of Time Limits

The mandatory time limits fixed in both Grievance and Arbitration Procedures may only be extended by mutual agreement between the parties. The agreement to extend the time limits will be in writing.

8.10 Witnesses

At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of salary or benefits. The Association shall reimburse the Employer for the cost of salary and benefits arising from employees appearing as witnesses at the request of the Association.

8.11 Conflict of Interest

No person having a conflict of interests with the Association, Employer, or relevant employees shall act as arbitrator under this Agreement.

8.12 Grievance and Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure. The Association shall reimburse the Employer for the salary and benefits costs arising from such time.

ARTICLE 9
LABOUR-MANAGEMENT COMMITTEE

9.01 Committee Members

The parties shall have a Labour-Management Committee consisting of three (3) members of the Association and two (2) members of the Employer.

9.02 Meetings of Committee

The Committee shall meet at the request of either party, but no less frequently than once every two (2) months, for the purpose of discussing issues related to the workplace and the collective agreement, and to promote effective communication between the parties, but not matters which are the subject of a grievance or negotiation.

9.03 No Loss of Pay

The meetings shall be scheduled at a convenient time for both parties, but subject to the operational requirements of the Employer. Employees shall not suffer any loss of pay, nor receive any additional compensation, for time spent in meetings of the Labour-Management Committee.

9.04 Committee Recommendations

The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in its discussion. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 **ADVERSE WEATHER CONDITIONS**

10.01 Requirement to Report

All employees are required to report to work as scheduled.

10.02 Transportation

When an employee is required to work during adverse weather conditions, the Employer may require the employee to utilize an alternative form of transportation (taxi, Employer-provided vehicle, etc.) to travel to/from work, the cost of which will be paid by the Employer.

10.03 Coordinator to be Notified

When an employee who is scheduled to work is experiencing transportation challenges due to adverse weather conditions, the employee must notify the Program Coordinator, who may attempt to reschedule and/or exchange the employee's shift with that of another employee.

10.04 Leave Applied

If none of the above options are possible and the employee is unable to report for a scheduled shift (or is late reporting), the employee may request annual leave or personal leave, or use accrued time off in lieu of overtime. If the employee has no accrued or banked paid leave available, leave without pay will be applied.

10.05 Alternative Schedule

In the event of impending adverse/inclement weather, the Program Coordinator may put an alternative schedule in place to accommodate operational requirements.

10.06 Remain Working Until Relieved

All employees on shift must remain active in the delivery of their job duties until

such time as another employee is able to relieve them of their duties.

*10.07 State of Emergency

An employee who is required to work during adverse weather for which a state of emergency is declared by the City of St. John's will be paid at the rate of double time (2x) for all hours of work.

ARTICLE 11
PROBATION

*11.01 Probationary Period

All newly hired employees shall be subject to a probationary period of 975 working hours, so as to allow the Employer to assess the suitability of the employee and decide on the viability of a permanent employment relationship. The Employer may decide to terminate the employment of any employee during the employee's probationary period for unsuitability, incompetence, or any non-discriminatory reason, in the Employer's sole discretion, and such decision shall not be subject to the grievance or arbitration procedure. The probationary period may be extended by mutual agreement.

11.02 Rights and Privileges

Subject to Article 12.01, probationary employees shall have all the rights, privileges and obligations accorded by this agreement.

11.03 Completion of Probationary Period

Upon successful completion of the probationary period, the employee's seniority shall be established based on the number of hours worked since the commencement of the probationary period.

ARTICLE 12
DISCIPLINE, SUSPENSION AND DISCHARGE

12.01 Right to Discipline

The Employer has the right to discipline, suspend, and discharge employees for just cause. Any employee who is disciplined, suspended, or discharged for just cause will be provided with written notification within fourteen (14) calendar days of the occurrence or discovery of the incident or matter giving rise to the discipline, suspension or discharge. Such written notification shall state the reason(s) for discipline, suspension or discharge.

12.02 Right to Grieve

Any employee who is past their probationary period and who claims to have been unjustly disciplined, suspended, or discharged shall have the right to be heard in accordance with the grievance procedure under this agreement. For greater certainty, a probationary employee who claims to have been unjustly disciplined, suspended or discharged shall not have access to the grievance or arbitration procedures in this Agreement.

12.03 Unjust Suspension or Discharge

Where an employee has been disciplined, suspended or discharged for just cause and the Employer, or a grievance arbitrator under this Agreement, later finds that just cause does not exist, the employee shall be immediately reinstated to their position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the period for which the employee was unjustly suspended or discharged.

12.04 Paid Leave During Investigation

If, during an investigation into matters of discipline, the Employer requires any employee to be absent from the workplace during any portion of the investigation, such leave shall be with pay.

12.05 Union Representation

When an employee is required to attend a formal meeting at which the Employer intends to impose disciplinary action on the employee or intends to investigate potential disciplinary action on any employee, the employee may request that a Shop Steward or representative of the Association of the employee's choosing also attend the meeting. It shall be the employee's choice as to whether to have such a representative present, and the absence of such a representative shall not void or nullify the disciplinary action imposed at such meeting. Any employee who requests such representation must do so in writing. For greater certainty, the right to union representation does not apply to initial fact-finding conversations with management, informal meetings/discussions between management and one or more employees, general staff meetings, routine discussions about the operations of the workplace, or other interactions of an informal nature.

12.06 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work and/or behaviour within fourteen (14) working days of the Employer becoming aware of the event(s) giving rise to the dissatisfaction. This notification shall include particulars of work performance, behaviour, and/or events which led

to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their disciplinary record. Nothing in this article prevents the Employer from conducting and communicating periodic performance evaluations of employees.

Any record of disciplinary measure becoming part of an employee's file shall be removed and destroyed after the expiration of thirty-six (36) months from the date it was placed in the employee's file, provided that there has been no further discipline imposed during that period.

12.07 Employee File

There shall be one official employee file maintained by the Employer, containing all adverse reports and records of disciplinary action. An employee shall, upon reasonable notice, be allowed to inspect their employee file under supervision of the Employer.

12.08 Copy Given to Employee

A copy of any document placed on an employee's file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee.

ARTICLE 13 **SENIORITY**

*13.01 Seniority

- (a) The Employer shall maintain a seniority list showing the date upon which each employee's employment with the Employer commenced and the accumulated hours of seniority for each employee. An up-to-date seniority list shall be sent to the Association and posted in January and July of each year.
- (b) Both sites, The Lilly and The Shelter shall maintain site specific seniority lists.
- (c) For each Employer facility with employees represented by NAPE, a permanent employee who has received notice of layoff shall be entitled to displace the most junior employee in a Bargaining Unit classification at another Employer facility represented by NAPE.
- (d) Employees shall earn seniority based on the actual number of hours (excluding overtime) worked in a Bargaining Unit position.

- (e) If a part-time employee works additional hours at a site covered by this collective agreement that is not their primary site of employment, those hours will count towards seniority at the primary site.
- (f) Seniority will be transferable for an employee who obtains a position within the Bargaining Unit at another site.

***13.02 Loss of Seniority**

An employee shall lose seniority and shall be removed from the Employer's seniority list and be deemed terminated for any of the following reasons:

- (a) the employee is discharged for just cause and is not reinstated under the Grievance and/or Arbitration procedure;
- (b) the employee or Employer terminates their employment in accordance with this Agreement;
- (c) the employee is absent from work for three (3) or more consecutive shifts without the approval of the Co-ordinator/Supervisor or reasonable justification;
- (d) the employee fails to return to work from layoff within two weeks after receiving a recall notice to do so;
- (e) the employee has been out of the active service of the Employer for any reason for a period longer than twenty-four (24) consecutive months;

***13.03 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

ARTICLE 14
VACANCIES AND JOB POSTINGS

14.01 Job Postings

When a bargaining unit vacancy occurs or a new bargaining unit classification is created, the Employer shall post the job notice via internal email to employees. Applicants shall have seven (7) calendar days from the date of the email to submit

their application for the classification.

14.02 Information on Posting

Such notices shall contain the title of the position, required qualifications, knowledge, education and skills, the wage or salary rate or range, and whether shift work could be involved.

14.03 Employer Function

The Employer, in its sole and exclusive discretion, may determine the qualifications, requirements, and other considerations for positions, including the disciplinary and performance records of applicants. Such qualifications, requirements and considerations may not be established in an arbitrary or discriminatory manner.

*14.04 Priority

- (a) Existing bargaining unit employees will have priority over non-bargaining unit employees and external applicants for bargaining unit positions to be filled. If more than one bargaining unit employee satisfies the qualifications and requirements for the position, the most senior applicant, subject to consideration of any disciplinary record on the applicant's file, will be awarded the position and is subject to Article 14.05.
- (b) Staff at The Shelter will get priority for job postings at The Shelter. Staff at The Lilly will get priority for job postings at The Lilly.
- (c) Bargaining Unit applications for both The Lilly and The Shelter must be considered before posting any positions externally.

14.05 Trial Period

- (a) Where a bargaining unit employee assumes a new position with the Employer, either inside or outside of the bargaining unit, it shall be on a trial basis for three (3) months. The Employer shall confirm the employee's appointment after the trial period of three (3) months, unless the Employer, in its sole discretion, deems the employee's performance unsatisfactory. In the event that the successful applicant proves unsatisfactory during the trial period, or if the employee is unable, in the Employer's opinion, to perform the duties of the new job classification, the employee shall be returned to their former position, and wage or salary rate, without loss of seniority. Likewise, any other employee(s) promoted or transferred because of the promotion or transfer of the initial employee shall be returned to their former position, and wage or salary rate, without loss of seniority.

- (b) A bargaining unit employee who assumes a new position with the Employer inside or outside the bargaining unit may return to their previous position within the bargaining unit within three (3) months in the event that the employee is dissatisfied with their new position.
- (c) The probationary period applies to bargaining unit work only. Should a probationary employee assume a non-bargaining unit position on a trial basis and return to the bargaining unit position pursuant to this Article, the probationary period will resume as though the employee's bargaining unit work was uninterrupted.

14.06 Only Bargaining Unit Positions

Positions outside the bargaining unit are not governed by this Agreement, but bargaining unit employees who assume a non-bargaining unit position shall have the rights afforded by Article 14.05 (Trial Period).

14.07 No Obligation to Create Positions

Subject to Article 28.02 (Staff on Shift), nothing in this Agreement obligates the Employer to create a new position, or fill a bargaining unit position that becomes vacant, provided that the work of such vacant position will not be transferred outside the bargaining unit or carried out by non-bargaining unit workers. Notwithstanding the foregoing, in the event that the existing Part-time bargaining unit position becomes vacant, the Employer shall not be required to fill the position under any conditions.

14.08 Permanent Employees in Temporary Positions

A permanent employee who obtains a temporary position shall retain their permanent employment status for as long as the employee is occupying the temporary position.

ARTICLE 15
TRAINING AND EDUCATIONAL CHANGE

15.01 Advance Notice

In the event that the training and/or educational requirements for a classification change, no employee will be laid off or experience a reduction in pay without having reasonable opportunity to avail of training or educational upgrades necessary to meet the requisite standard for their classification.

15.02 Transfer Arrangements

An employee who is displaced from their position by virtue of a change in training and/or educational requirements will be given the opportunity to fill vacancies in the bargaining unit, in accordance with this Agreement. In the event of no vacancies, the employee will be placed on lay off and will be recalled for the next available position for which they qualify.

ARTICLE 16 **LAYOFF AND RECALL**

16.01 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off by classification in reverse order of seniority, provided that the employees being retained must meet the qualifications and requirements of the position.

16.02 Recall Procedure

Employees shall be recalled by classification in order of seniority, provided that the employees being recalled meet the qualifications and requirements of the position.

16.03 No New Employees

No new employees shall be hired until those laid off employees have been given an opportunity of recall, provided those recalled meet the qualifications and requirements of the position.

16.04 Recall Duration

The Employer shall not be required to recall a laid off employee, and the laid off employee shall not be considered to have refused the recall, unless the work for which the recall is made is 13 weeks or greater in duration, which period is known at the time of recall. For greater certainty, the absence of another employee for medical reasons shall not necessitate the recalling of a laid off employee unless the absence is known at the time of recall to be at least 13 weeks in duration.

16.05 Advance Notice of Layoff

Except where legislation is more favorable to an employee, the Employer shall notify employees who are to be laid off no less than two (2) weeks prior to effective date of layoff.

ARTICLE 17
HOURS OF WORK

17.01 Scheduled Bi-Weekly Hours

Residential Counsellors will be scheduled for seventy-five (75) hours of work bi-weekly. Teams Leads will be scheduled for seventy (70) hours of work bi-weekly.

17.02 Minimum Daily Schedule

Notwithstanding that part-time or temporary employees may work less than eight (8) hours per day, such employees shall not be scheduled to work less than three (3) consecutive hours per day.

17.03 Additional Hours

Part-time employees will be given the opportunity, based on their seniority, to accept additional hours of work (up to the equivalent of full-time hours) prior to the Employer utilizing resources outside the bargaining unit.

17.04 Working Schedule

The working schedule for each employee showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance.

17.05 Consecutive Days

Employees shall not be scheduled for more than seven (7) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

17.06 Rest Periods

- (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes during every four (4) hours worked at a time to be scheduled by the Employer.
- (b) In circumstances where the granting of a rest period is not feasible due to operational requirements and/or resident or staff safety, the employee and the Program Coordinator may mutually agree on an alternative arrangement to provide the employee with an acceptable rest period.

17.07 Change of Shift

When an employee's scheduled shift is changed to another shift in that day, they shall be given prior notice as follows:

- (a) twelve (12) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift; and
- (b) twelve (12) hours' notice before the commencement time of the rescheduled shift, if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 1/2) times their regular hourly rate for the shift worked.

In cases where the employee's scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before they report to work.

17.08 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the Program Coordinator is notified and approves the change in shift prior to the change in shift occurring.

17.09 Rest Between Shifts

There shall be at least eight (8) hours between shifts unless otherwise agreed by mutual consent between the employee and their Coordinator.

17.10 Split Shifts

There shall be no split shifts, unless mutually agreed between the employee and the Coordinator.

17.11 No Status Gained

No casual relief worker will gain status as a bargaining unit employee by virtue only of the number of hours they work.

*17.12 Shift Differential

Effective the date of signing, a shift differential equal to 5% of the respective employee's defined hourly rate shall be paid for each hour the employee works between the hours of 4:00 p.m. and 8:00 a.m. 7 days a week (Sunday – Saturday).

17.13 Meetings

Employees required to attend meetings in excess of their normal work hours shall be compensated at the applicable overtime rate.

ARTICLE 18
OVERTIME

18.01 Overtime

- a) All hours worked by a full-time employee in excess of their regularly scheduled bi-weekly hours shall be considered overtime.
- b) All hours worked by part-time employees in excess of 75 hours bi-weekly shall be considered overtime.

18.02 Call Back

An employee who is called back for work after they have left their place of work shall be paid a minimum of three (3) hours, provided the work is not contiguous to scheduled working hours.

*18.03 Overtime to be Approved

- (a) The parties agree that they shall strive to keep overtime to a minimum. Accordingly, and subject to other requirements of this Agreement, all overtime must be approved in advance by the Program Coordinator of The Lilly or the Shelter, or the Coordinator's designate. Where there is no reasonably available alternative, mandatory overtime will be site specific and paid at a rate of 1.5x. In circumstances where an employee is required to stay at work after completing a shift due to the unavailability of replacement staff, the rate will be 2x (double time).
- (b) If the overtime list is exhausted at one (1) site, employees from the other site shall be offered the overtime. Employees not wishing to do overtime at their alternate site will notify the Employer.

18.04 Stay Until Relieved

Where circumstances require additional staffing resources and/or require employees to remain working after the conclusion of their scheduled shift, the employee shall be required to continue working until appropriate staffing becomes available and on site.

18.05 Overtime Rate

Overtime hours shall be paid at time and one-half (1½) for all hours worked at the employee's usual rate of pay.

18.06 Equal Distribution

Subject to operational requirements, the Employer shall distribute overtime hours as equally as possible amongst bargaining unit employees whenever possible.

ARTICLE 19
HOLIDAYS

*19.01 Holiday Pay at Time and One-Half

Full-time employees who are required to work on these holidays shall have the option to bank or be paid for seven and one-half (7.5) hours, plus one half (1/2) of their hours worked, at their regular rate of pay, in addition to their regular salary. Part-time employees will receive the same benefit pro-rated on the number of hours worked.

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

*19.02 Holiday Pay at Regular Rate

All Full-time employees, whether they are scheduled to work, or it falls on their scheduled day off, will have the option to be paid or bank time-off in the amount of seven and one-half (7.5) hours, at their regular rate of pay, in addition to their regular salary, for the following holidays. Part-time employees will receive the same benefit pro-rated on the number of hours worked in the pay period.

St. Patrick's Day
Victoria Day
National Indigenous People's Day
Regatta Day
Thanksgiving Day
Boxing Day

*19.03 New Holidays

Should the Employer observe any holiday not listed in Article 19.01 or 19.02, such a holiday shall be recognized under 19.02.

19.04 Team Leads Exempt

Except in extenuating circumstances, Team Leads will not be scheduled for work on any of the holidays identified in this Article but will receive paid time off (at their regular rate of pay).

*19.05 Banking Time

Should employees choose to bank time off in lieu of being paid for holidays, hours banked must be used within ninety (90) calendar days, failing which the bank hours will be paid to the employee at the employee's regular rate of pay.

19.06 Day to be Observed - Saturday

When any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, Residential Counsellors shall observe the day proclaimed as a holiday for calculation of benefits under this Article. Team Leads shall observe the following Monday as the holiday.

19.07 Day to be Observed - Sunday

When any of the aforementioned holidays falls on a Sunday and is not proclaimed as being observed on some other day, Residential Counsellors shall observe the day proclaimed as a holiday for calculation of benefits under this Article. Team Leads shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

19.08 Christmas and New Year

The Employer agrees that, whenever possible, 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. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and Boxing Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and the Co-ordinator/Supervisor. The Employer agrees that, whenever possible, employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Year's Day of one year shall have New Year's Day off the following year, unless otherwise mutually agreed between the employees and the Co-ordinator/Supervisor.

*19.09 Holiday Substitution – Cultural Background

Employees with a cultural background that observe different holidays may request a holiday(s) be substituted. This is at the discretion of the Employer and subject to approval.

ARTICLE 20
ANNUAL LEAVE

20.01 Entitlement for Full-Time Employees

Full-Time employees shall be entitled to four (4) weeks (20 days) of paid annual leave each fiscal year (April 1 – March 31), accrued at 1.67 days per month.

20.02 Entitlement with Service Increases

- (a) Upon ten (10) Continuous years of service, Full-Time employees shall be entitled to one (1) additional week (5 days) of paid annual leave per fiscal year. The total five (5) weeks (25 days) per year is then accrued at the rate of 2.08 days per month.
- (b) Upon twenty (20) continuous years of service, Full-time employees shall be entitled to one (1) additional week (5 days) paid annual leave per fiscal year the total days shall then be accrued at the rate of 2.5 days per month.

20.03 Carryover

A maximum of ten (10) days of paid annual leave may be carried over for use in the following fiscal year, in which case all carried over annual leave must be used within the first five (5) months of the new fiscal year (i.e., by August 30th). All annual leave in excess of ten (10) days that remains unused will be abandoned if not used by the end of the fiscal year.

20.04 Approval Required

Annual leave shall not be taken except with the prior approval of the Program Coordinator or designate. However, subject to operational requirements, a reasonable effort shall be made to grant annual leave at the time requested by the employee.

20.05 Submitting Requests

Requests for annual leave of five (5) or more consecutive days shall be communicated in writing to the Program Coordinator (or designate) within the following timeline:

- (a) For leave in the period from June 1 to September 30, requests must be communicated by March 31.
- (b) For leave in the period from December 15 to January 15, requests must be communicated by October 31.

- (c) For leave in the period from March 1 to April 30, requests must be communicated by January 31.
- (d) Should leave requests of five (5) or more consecutive days not be made within the timeline noted above, such requests may be considered but will be subject to available coverage and equitable distribution of leave.
- (e) For leave requested outside the periods noted above, requests must be communicated with as much advance notice as possible.
- (f) Leave requests of less than five (5) consecutive days may be made without reference to any particular timeline, but must be communicated with as much advance notice as possible.
- (g) The Employer shall respond to annual leave requests no later than two (2) weeks after the applicable deadline.

20.06 Minimum Increment

Annual leave must be taken in increments of no less than 3 hours.

20.07 Entitlement for Part-Time Employees

Part-time employees are entitled to paid annual leave, which will accrue in accordance with Article 20.01 (1.67 days per month), prorated for the number of hours they work per month.

*20.08 Paid Holiday while on Annual Leave

If a paid holiday falls on or is observed during the period of an employee's approved annual leave, the holiday shall be treated in accordance with Article 19 (Holidays).

20.09 Payout and Recovery Upon Employee Exit

Upon the end of an employee's employment, the employee will be paid the equivalent value of any accrued but unused annual leave. In the event the employee has a negative (overdrawn) annual leave balance, the Employer may deduct the equivalent value from the employee's pay.

20.10 Payout Upon Death

In the event of the death of an employee, earned but unused annual leave shall be paid to the employee's bank account in accordance with the Employer's usual payroll procedure.

20.11 Payout and Carryover – Temporary Employees

Temporary employees may carry over accrued annual leave from a period of temporary employment to an adjacent (consecutive) period of employment, subject to the carry over limits outlined in this Article. Should a Temporary employee not be continuing employment following the conclusion of the temporary employment period, the Temporary employee shall be paid out any unused annual leave.

20.12 Substitution of Leave

- (a) An employee who can verify they qualified for sick leave while on annual leave may request to change the type of leave to sick leave effective the date of the request to the Employer. The employee shall submit a medical certificate stating the total period during which they qualified for sick leave. The substitution of sick leave for annual leave shall be in the Employer's sole discretion.
- (b) An employee who, while on annual leave, qualified for bereavement leave shall be credited the number of days to their annual leave bank in accordance with Article 22.04 (Bereavement Leave).

*20.13 Overtime for Work during Annual Leave

Once an annual leave request is approved and filled the shift(s) are considered confirmed. The Employer will endeavour to not call an employee back to work while on approved annual leave and will exhaust all other options for qualified bargaining unit staff. In any case where an employee works during approved annual leave, they will be paid at the rate of double-time (2x).

ARTICLE 21 **SICK LEAVE**

21.01 Sick Leave Defined

Sick leave is paid absence from work intended to ensure an employee does not suffer a financial hardship from being unable to attend work on account of illness or temporary disability/injury for which compensation is not payable under the *Workplace Health, Safety and Compensation Act*.

21.02 Sick Leave Accumulation

- (a) Full-Time employees accrue sick leave in hours based on their time worked or paid leave (except for sick leave taken). Sick leave is accrued at 1.5 days per month at the employee's average scheduled hours.

*(b) Sick Leave Accumulation

Sick leave may be accumulated and carried forward from year to year but shall not exceed 300 hours in total at any time.

21.03 Medical Certificates

Before receiving sick leave with full pay, an employee may be required to provide appropriate medical documentation for an absence of three (3) or more consecutive working days. In cases of suspected abuse, the Employer reserves the right to request appropriate medical documentation for any period of absence, including an independent medical evaluation at the Employer's expense.

21.04 Sick Leave During Leave of Absence and Layoff

Sick leave will not be accrued for time when an employee is:

- (a) on an approved leave of absence (unpaid) from work;
- (b) on approved sick leave (paid) exceeding two weeks; or
- (c) on medical leave of absence covered by an insurance plan or workers' compensation

21.05 Extension of Sick Leave

If an employee remains unfit to return to duty after exhausting their accrued sick leave balance, the employee may request to use their accrued annual leave, banked time off in lieu, or personal leave. Approval of such a request will be at the Employer's discretion. The Employer may require appropriate medical documentation in order to assess the request.

21.06 Injury on Duty

- (a) An employee who is injured while on duty and who leaves the workplace to receive medical treatment, or who is relieved from duty by the Employer for such injury, shall receive payment for the remainder of the shift or work day at their regular rate of pay without deduction from sick leave.
- (b) An employee who is injured while on duty shall submit a "Worker's Report of Injury" on the prescribed WorkplaceNL form to their supervisor.

21.07 Substitution of Leave

Sick leave may not be substituted for annual leave or other forms of paid leave.

21.08 Unused Sick Leave

Unused sick leave shall not be paid out to an employee, or otherwise claimed as monetary compensation, at any time.

ARTICLE 22 **OTHER LEAVE**

22.01 Leave for Union Related Business

Upon written request by the Association to the Employer, and with the approval in writing of the Employer, leave with pay, to be reimbursed by the Association, shall be granted to an employee subject to the following:

- (a) The Employer shall grant a leave of absence with pay for one employee to attend union conventions/seminars/workshops provided that the total leave of absence does not exceed three (3) working days per calendar year and provided the union gives the Employer at least two (2) weeks written notice of such leave request.
- (b) Additional leave without pay for the purpose of attending Association business may be granted by the Employer upon request.
- (c) The granting of such leave shall in all cases be subject to operational requirements.

22.02 Leave for Collective Bargaining

With the approval of the Co-ordinator/Supervisor, leave with pay, to be reimbursed by the Association, shall be awarded to up to two (2) employees who are members of the Association's Negotiating Committee, while they are attending negotiating sessions for a new collective bargaining agreement between the parties. With as much notice as reasonably possible, the Association shall notify the Co-ordinator/Supervisor of the employees who will be on the Association's Negotiating Committee. The affected employees shall in all instances give prior notice of intended absences from work to the Program Coordinator as far in advance as possible.

22.03 Leave of Absence for Full Time Union Representatives

An employee who is elected or selected for a full-time position with the union, or organization with which the union is affiliated, shall be granted a leave of absence without pay, and without loss of seniority or accrued benefits, for a period of one (1) year, provided there is no additional cost to the Employer. Such leave may be

extended upon request of the employee and at the Employer's discretion. The granting of such leave shall in all cases be subject to operational requirements.

***22.04 Bereavement Leave**

On the occasion of a death of an employee's loved one, paid bereavement leave to a maximum of three (3) days will be granted. In the event that an employee experiences a subsequent death in their immediate family in the same fiscal year, one (1) day of paid bereavement leave and up to two (2) days of unpaid leave or other forms of paid leave will be granted in each case. For the purpose of this Article, immediate family means any of the following:

- i. Father
- ii. Mother
- iii. Spouse/common law partner
- iv. Child
- v. Grandparent
- vi. Sibling or sibling-in-law
- vii. Aunt/uncle
- viii. Niece/nephew
- ix. An individual under the legal guardianship of the employee
- x. Grandchild
- xi. Father-in-law
- xii. Mother-in-law
- xiii. Someone living in the same household as the employee.

22.05 Pregnancy/Adoption/Parental Leave

- (a) Pregnancy, adoption and parental leave shall be provided in accordance with the provisions of the Newfoundland and Labrador *Labour Standards Act*.
- (b) During the period of leave, the employee's Group Insurance Plan coverage may be continued at the employee's option, in which case the employee and Employer will continue to pay their regular share of plan premiums.
- (c) Periods of pregnancy, adoption and parental leave up to seventy-eight (78) weeks shall count toward seniority, termination pay, and step progression.
- (d) Periods of pregnancy, adoption and parental leave shall not count toward accrual of annual leave, sick leave or other forms of paid leave.
- (e) The employee shall resume their former position and salary upon return for leave, with no loss of accrued benefits.

22.06 Personal Leave

- (a) Each Full-Time employee is entitled to a maximum of three (3) paid days of personal leave per fiscal year (prorated for the first year of employment). Personal leave may be taken by the employee to attend to events or circumstances of a family or personal nature that cannot be scheduled outside of the employee's scheduled working hours, or unexpected and unplanned events.
- (b) The employee shall advise the Program Coordinator as soon as possible about the circumstances giving rise to the need for personal leave.
- (c) Personal leave may not be carried over to a subsequent fiscal year, and may not be paid out to an employee, or otherwise claimed as a monetary compensation, at any time.

22.07 General Leave

With the approval of the Employer, in exceptional circumstances an employee may be granted leave of absence without pay and without loss of seniority, provided that the employee has no current or accumulated annual leave available to them.

22.08 Education Leave

With the prior approval of the Employer, an employee may be awarded education leave as follows:

- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.
- (b) The Employer recognizes the benefits of employees enhancing their career goals through a variety of career development activities. Employees participating in such employer approved activities will maintain their present salary during such periods.

ARTICLE 23 **PERSONAL LOSS**

23.01 Where an employee in the performance of their duty, suffers loss of or damage to personal property, and where such loss or damage was not due to the employee's negligence, the Employer may compensate the employee to a maximum of three hundred (\$300) dollars toward the deductible under the employee's personal insurance plan.

- 23.02 All incidents of loss suffered by an employee shall be reported via incident report in writing to the Coordinator/Supervisor or designated representative by the end of the shift in which the loss is discovered.
- 23.03 The Employer maintains the right to assess the circumstances and determine the appropriateness of payment in each case.
- 23.04 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their duty.

ARTICLE 24
TEMPORARY ASSIGNMENT

24.01 Pay on Temporary Assignment

- (a) An employee who is assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position, provided that the employee fills that position for a period of at least four (4) weeks unless a different duration is mutually agreed upon between the employee and Employer.
- (b) Temporary Assignments within the bargaining unit shall be on the basis of seniority.
- (c) When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

ARTICLE 25
STRIKES AND LOCKOUTS

- 25.01 During the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on or near 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 26
RRSP

- 26.01 The Employer will match the employee's biweekly contribution of three percent (3%), four percent (4%), or five percent (5%) (at the employee's option) of the employee's regular gross earnings in a Registered Retirement Savings Plan. The Employer bears no responsibility for over contribution to, and/or the financial performance of any RRSP.

26.02 Current Employees (identified in Schedule "B") who do not have to match the Employer's contribution will remain grandfathered in and will continue to have the option to pay any amount up to the percentage selected by the employee.

ARTICLE 27
GROUP BENEFITS PLAN

27.01 Group Benefits Plan

The Employer shall provide a Group Health Insurance Plan for all employees who qualify. The Employer, in its sole and exclusive discretion, may at any time change providers of such a Plan, or make adjustments to the Plan, provided that the benefits provided under any new or adjusted Plan remains substantially similar to those in place at the time of signing this Agreement.

27.02 Eligibility for benefits under the Plan shall be determined exclusively by the Plan provider. No grievance shall lie for any determination made by the Plan provider about a person's eligibility under the plan, or the degree or level of benefits provided under the plan, such a determination being completely outside the scope of this Agreement.

27.03 While an employee who is eligible to be in the plan is actively performing duties for the Employer, the Employer will pay fifty percent (50%) of the premium and the employee will pay fifty percent (50%) of the premium.

27.04 Employees who are on unpaid sick leave will have the option to maintain coverage on a 50 / 50 basis up to seventeen (17) weeks.

ARTICLE 28
WORKING CONDITIONS

28.01 Use of universal precautions

Employees required to work under dangerous or unsanitary conditions shall be supplied with items necessary to complete the work required.

28.02 Staff on Shift

The Employer will schedule two bargaining unit employees for all shifts. If a bargaining unit employee cannot, for any reason, work their entire scheduled shift, the Employer may utilize non-bargaining unit resources in accordance with Article 17.03 (Additional Hours).

28.03 Parking Facilities

The Employer shall provide a parking permit, upon an employee's request, for each employee to park in a City-designated parking zone during working hours.

28.04 Salaries

The salary scales are those set out in Schedule "A".

ARTICLE 29
AMENDMENT BY MUTUAL CONSENT

29.01 It is agreed by the parties to this Agreement that any provision in this Agreement may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 30
JOB CLASSIFICATION

30.01 Job Descriptions

The job descriptions for all classifications for which the Union is bargaining agent shall be provided to the Union and shall become the recognized job descriptions.

30.02 No Elimination of Existing Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

30.03 Promotion

On the promotion of an employee to a higher pay range, their rate of pay will be established at the equivalent step in the new range.

30.04 New Classifications

When a bargaining unit classification not covered in this Agreement is established during the term of this Agreement, the rate of pay for the new classification shall be negotiated between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new classification, the matter may be submitted to an interest arbitrator for a decision on the rate of pay. Nothing in this Agreement obligates the Employer to create a new classification or fill any vacancy in any new or existing classification.

ARTICLE 31
TRAVEL ON EMPLOYER'S BUSINESS

31.01 Travel Reimbursement

- (a) CFY will reimburse any employee required to travel on CFY business, upon the employee submitting their expense claim, together with supporting documentation (receipts, etc.), to the Program Coordinator or designate for approval and processing. All claims for reimbursement must be submitted within thirty (30) days of the travel taking place.
- (b) Travel out of the province or country must be pre-approved by the Executive Director or designate.
- (c) Reimbursement for required in-province (including mileage rates in employee-owned vehicle) travel will be in accordance with the Government of Newfoundland and Labrador (Treasury Board Secretariat) Transportation Policy.
- (d) Reimbursement of the cost of meals and mileage for employee-owned vehicles for required out-of-province travel will be in accordance with the rates determined by the National Joint Council of the Public Service of Canada from time to time.
- (e) Reimbursement for meals and incidental expenses during travel will be reimbursed in accordance with the applicable policy noted.
- (f) Employees required to use their vehicles for work shall be reimbursed for the business portion of their insurance, to a maximum of \$500 annually, upon providing verification of their insurance premiums.

ARTICLE 32
GENERAL

32.01 No Previous Agreement

This Agreement replaces, nullifies and voids any previous terms and conditions of employment entered into between the Employer and the employees in the bargaining unit.

32.02 Headings

The headings in the body of an article in this Agreement do not form part of this Agreement and shall be considered to be inserted for convenience of reference only.

32.03 Leave Proration

Annual leave and sick leave are prorated for the employee's first month and last month of employment.

32.04 Leave Recovery

In the event that an employee has a negative (overdrawn) balance of any form of paid leave at the end of the employee's employment (including layoff), the Employer may deduct the equivalent value from the employee's final pay and/or amounts owed.

32.05 Workplace NL

All employees shall be covered by, and the parties and employees shall comply with, the *Workplace Health, Safety and Compensation Act* of Newfoundland and Labrador and the *Occupational Health and Safety Act* of Newfoundland and Labrador.

32.06 Legislation Prevails

In the event that any provision of this Agreement is, or later becomes, contrary to any duly enacted legislation or regulation or any other applicable law, such provision shall be suspended but the remainder of this Agreement shall not be affected or invalidated and shall remain in existence and in force. Either party may, upon notice, require the other party to commence negotiations without delay with a view to amending, replacing or otherwise curing the provision(s) of the Agreement so invalidated.

ARTICLE 33 **DURATION OF AGREEMENT**

33.01 Duration

This Agreement shall be in full force and effect from date of signing and shall remain in full force and effect until four (4) years thereafter.

33.02 Notice to Bargain

Either party to this Agreement may, no more than one hundred and twenty (120) calendar days, and no less than thirty (30) calendar days, immediately prior to the expiration of this Agreement, notify the other party of its desire to enter into collective bargaining for the renewal or revision of the Agreement or the conclusion of a new collective agreement. The parties shall commence collective bargaining

for a revised or new collective agreement within sixty (60) calendar days of receipt of notice.

33.03 Automatic Renewal

Should neither party notify the other of its desire to enter into collective bargaining prior to the expiration date, the terms and conditions of this Agreement shall automatically renew for a period of one (1) year.

SCHEDULE A
***SALARY SCALES**

The salary scales applicable to positions within the bargaining unit are detailed in Schedule A.

2% Effective April 26, 2024

Classification	Step 1	Step 2	Step 3
Team Lead	\$50,455.28/yr	\$53,211.53/yr	\$56,061.42/yr
*Residential Counsellors	\$46,582.38/yr	\$48,949.29/yr	\$51,375.87/yr

2% Effective April 26, 2025

Classification	Step 1	Step 2	Step 3
Team Lead	\$51,464.38/yr	\$54,275.76/yr	\$57,182.65/yr
*Residential Counsellors	\$47,514.03/yr	\$49,928.28/yr	\$52,403.39/yr

2% Effective April 26, 2026

Classification	Step 1	Step 2	Step 3
Team Lead	\$52,493.67/yr	\$55,361.28/yr	\$58,326.31/yr
*Residential Counsellors	\$48,464.31/yr	\$50,926.84/yr	\$53,451.46/yr

2% Effective April 26, 2027

Classification	Step 1	Step 2	Step 3
Team Lead	\$53,543.55/yr	\$56,468.50/yr	\$59,492.83/yr
*Residential Counsellors	\$49,433.59/yr	\$51,945.38/yr	\$54,520.48/yr

- Upon ratification of this Agreement, salary scales will be applied retroactively to April 26, 2024.
- Signing bonus of \$500.00 to be issued to each bargaining unit member upon signing of the collective agreement.

SCHEDULE B
RRSP GRANDFATHERING

For the purposes of Article (RRSP), the following employees are grandfathered:

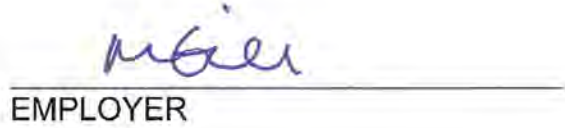
- Shirley Delaney
- Tom Clarke
- Nicole Tilley
- Jeremy Burrige
- Kimberly Haynes

***MEMORANDUM OF UNDERSTANDING**

HR Policies

Any organization-wide human resources policies that apply to non-bargaining staff also apply to bargaining unit staff.


UNION

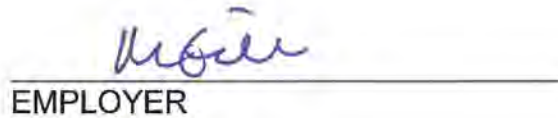

EMPLOYER

***MEMORANDUM OF UNDERSTANDING**

Classification Review

The Employer agrees to a Job Classification Review of the Team Lead position at The Lilly within eight (6) months of signing this Agreement. An independent, qualified individual will be contracted for this work and the union will have the opportunity to provide input into the selection process. Team leads will be consulted for job classification review.


UNION



EMPLOYER

***MEMORANDUM OF UNDERSTANDING**

Re. 31.01 (f) Travel Reimbursement

Where any staff required to hold business insurance on their personal vehicle as a condition of employment makes a claim for reimbursement greater than \$500 per year, the Employer agrees to review claims on a case-by-case basis. Such a review will consider the employee's attempts to find the best price for insurance coverage, their driving record and the insurance cost. Where appropriate, the Employer may reimburse an employee for business insurance that exceeds \$500.


UNION


EMPLOYER

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 31st day of July, 2024.

SIGNED ON BEHALF OF CHOICES FOR YOUTH INC.:

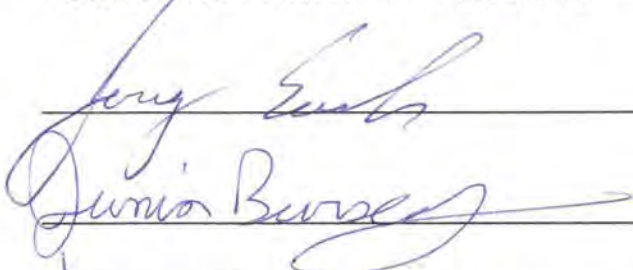


Johnnie Cooye

Heather Roberts

Meier

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



Jacqueline Busey

T. Clark

Kim Green

Kritchard