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Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

**HUMBER VALLEY CO-OPERATIVE
LIVING CORPORATION**

and

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

(Expiry: June 30, 2026)

THIS AGREEMENT made this 4th day of May,
Anno Domini, Two Thousand and twenty three;

BETWEEN:

HUMBER VALLEY CO-OPERATIVE LIVING CORPORATION

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 an 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 PREAMBLE

1.01 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 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 Plural or Feminine Terms May Apply

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.

1.04 * No Discrimination

The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador Human Rights Act, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise because of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the union.

1.05 Sexual/Personal Harassment

(a) Both the Employer and the Association consider sexual/personal harassment to be reprehensible and are committed to maintaining an environment in which sexual/personal harassment does not exist.

(b) The Employer and the Association recognize the right of employees to work in an environment free from sexual/personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual/personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual/personal harassment ceases.

The victim shall be protected where possible from repercussions which may result from their complaint.

(c) Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. The behaviour may be on a one-time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the victims of sexual harassment. Sexual harassment may involve the promise or granting of favours or advantages in return for submission to sexual advances or alternatively, the threat of reprisal for refusing. Sexual harassment can include the following:

- unnecessary touching or patting
- suggestive written or spoken remarks or jokes, or sexually aggressive remarks
- leering (suggestive staring) at a person's body
- demand(s) for sexual favours
- compromising invitations
- physical assaults.

* (d) Definition of Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job, or threatens the economic livelihood of the employee. Personal harassment occurs when an individual uses their authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee. Personal harassment may be defined as repeated, intentional offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion. Personal harassment of a bargaining unit member shall be investigated.

False Accusations re: Harassment/Abuse

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

- 1.06 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The association recognizes and agrees that all the rights, powers, and authority both to operate and manage the Board Operated Residential Service and to direct the working forces is vested exclusively with the Employer, except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration procedure.

ARTICLE 3 DEFINITIONS

- 3.01 (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 number.
- (c) "Day" means a 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 categories of employment contained in the bargaining unit, as outlined in Schedule "A".
- (e) "Employer" means Humber Valley Cooperative Living Corporation and is to include any person authorized to act on behalf of the Board of Directors of the Board Operated Residential Service.
- (f) "Grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.

- (h) "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 Article 23. Permanent employees who have a reduction of their hours of work shall have access to the layoff provision of Article 23.
- (i) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month.
- (j) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (k) "Overtime" means work performed by an employee in excess of the scheduled workday or bi-weekly work period.
- (l) "Part Time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (m) "Permanent employee" means a person who has completed his/her probationary period and is employed without reference to any specific date of termination. A letter of appointment shall be given to the employee within two weeks from the date of hire. This letter shall outline the employee's hours of work.
- (n) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (o) "Service" means any period of employment, excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
- (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 the completion of such work.
- (q) "Year" means the calendar year unless otherwise provided.
- (r) "Scheduled" means in writing and posted in accessible places to all

employees.

- (s) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.
- (t) "Vacancy" means any position that the Employer requires to be filled, either permanent, part-time or of a temporary nature for more than thirteen (13) weeks as outlined in Clause 13.03(b).
- (u) "Travel Status" means when the Employer requires an employee to accompany a resident to out-of-town medical or other resident-related appointments or on out-of-town visits to the resident's family.

ARTICLE 4 RECOGNITION

4.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as outlined in Schedule A "List of Classifications", subject to any additions or deletions which the parties have since negotiated.

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

4.03 Work of the Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not work on duties which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available or when employees on layoff are not available for recall and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee. Supervisors/Managers may be scheduled for a maximum of twenty-six (26) hours per week in each Co-Op to be used directly for hands on work in order to be in a position to accurately assess the needs of residents, judge the effectiveness of specific programs and aid in the development or amendment of these programs.
- (b) The parties agree that no employee shall suffer a reduction in the hours of work, pay or benefits as a result of work performed by individuals working as:
 - 1) volunteers;
 - 2) projects funded by Charitable Organizations;

3) on-the-job trainees.

(c) Subject to the same provisions as outlined in Article 4.03 (a) and (b), the parties agree that the current practice will continue of residents availing of community support services and services or recognized Counselors, Therapists, and instructors.

4.04 No Other Agreements

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

4.05 Temporary and part-time employees are included in the bargaining unit.

4.06 (a) Shop Stewards

The Employer recognizes the right of the Union on a Local level, to appoint or elect Shop Stewards on the following basis and subject to mutual agreement:

Less than 40 employees	to a maximum of 2 Shop Stewards
40 - 99 employees	to a maximum of 4 Shop Stewards
100 - 199 employees	to a maximum of 6 Shop Stewards

It is understood that the Local President may be considered a Shop Steward in addition to the above applicable number of Shop Stewards.

(b) Name of Shop Stewards

The Association shall notify the Employer in writing of the names of the Steward before the employer shall be required to recognize him/her.

4.07 Bulletin Boards

HVCLC shall provide a bulletin board facility or posting book for the use of the Association with the site of the bulletin board, if applicable, to be determined by mutual agreement. In any event, it is agreed that such bulletin board facilities will not be erected in those sections of the HVCLC normally frequented by residents. Articles, circular, memos, etc. dealing with Association business will be posted on the designated bulletin board facility or in the posting book.

4.08 Association Access

The Employer recognizes the right of employees to have the assistance of a full-time representative of the Association on matters arising from this Collective Agreement. Employees involved in such discussions or investigation of grievances shall not absent themselves from the workplace without the permission of the Supervisor or where the care or custody of a resident would be jeopardized.

4.09 Employee Information

It is the responsibility of all employees to keep the Employer informed in writing their contact information, including the current mailing address and current telephone number.

ARTICLE 5 ASSOCIATION SECURITY

5.01 Membership Requirement

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Association according to the Constitution and By-Laws of the Association.

5.02 New Members

- (a) All new employees shall, as a condition of employment, become and remain members in good standing of the Association from the date of hiring.
- (b) The Employer shall provide a paid orientation program to all employees of each Employer which shall include information on the organization's policies, procedures, fire and disaster plans and resident programs. Information with respect to resident programs shall be limited to the residents of the facility in which the employee is assigned.

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

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and where copies of the Collective Agreement have been provided to the Employer by the Union, the employee will receive a copy.

5.04 A Shop Steward will be introduced to him/her as soon as possible.

5.05 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

5.06 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Association Security and Dues Check-Off.

ARTICLE 6 CHECK-OFF OF ASSOCIATION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and initiation fees of the Association.

6.02 Deductions

Deductions shall be forwarded to the President of the Association not later than the 15th day of the month. The Employer will forward to the Association with the first dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name, classification title or number and social insurance number. Each month thereafter, a list showing additions and deletions will be forwarded with the due's deduction cheque.

6.03 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the previous taxation year will be recorded on their T-4 statement.

6.04 Deductions to be Made

The Association shall inform the Employer of the authorized deduction to be made.

6.05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer, as represented by Chair of the Board and the President of the Association.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee shall within seven (7) calendar days after becoming aware of the alleged violation of the Collective Agreement, submit their grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with their Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit the grievance in writing to the Co-ordinator/Supervisor who shall reply to the grievance no later than seven (7) calendar days from the time the grievance was submitted to him/her.

In the interest of expediency, the grievor, in conjunction with their shop steward, shall submit a without prejudice written summary at the time of submitting the grievance at Step 2.

Step 3

Failing settlement at Step 2, the grievor, through the Shop Steward, may submit the grievance within seven (7) calendar days from the reply at Step 2 to the Chairperson of the Board or his/her designate. The Chairperson or their designate shall meet with the Shop Steward and the grievor in an effort to settle the grievance. The Chairperson or their designate shall reply to the grievance no later than ten (10) calendar days from the time the grievance was submitted to him/her.

The Employer will provide to the union the name of the Board Chairperson or their designate as applicable and their current postal address. If attempts to reach these officials are unsuccessful through registered mail, the grievances may then be given to the co-ordinator for transmission. When a grievance is forwarded through registered mail within the seven (7) calendar day limit outlined under Step 3, the time while the mail is in transit shall not be counted as part of the time limits.

Step 4

Failing settlement at Step 3, either party may refer the dispute to arbitration within twenty (20) calendar days of the Chairperson's or his/her designates decision.

7.02 The employee may be represented by a representative of the Association at any Step of the Grievance Procedure.

7.03 Time Limits

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

(b) An Arbitrator or Arbitration Board may extend the time limits of any Step in the Grievance Procedure notwithstanding the expiration of such time limits where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

7.04 An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

7.05 Retroactive Settlements

The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance unless the settlement states otherwise.

7.06 Union May Initiate Grievances

(a) The Union and its representative shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

(b) Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 2 of Clause 7.01.

7.07 (a) Witnesses

At any stage of the Grievance Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

(b) 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.

7.08 Replies in Writing

Replies to grievances shall be in writing at all Steps, except Step 1.

7.09 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 8 ARBITRATION

8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

8.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Employment and Labour Relations upon the request of either party.

8.03 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at

justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the arbitration hearing.

8.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

8.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's Decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

8.06 Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the nominee it appoints;
- (ii) one-half (½) of the fees and expenses of the Chairperson.

8.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

8.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

8.09 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for

an Arbitration Board, in which event the foregoing provisions of Clauses 8.03, 8.04, 8.05 8.06(ii) 8.07 and 8.08, and the provisions of Clause 11.02 shall apply equally to a single Arbitrator where reference is made to an Arbitration Board.

8.10 Conflict of Interest

No person:

- (a) who has pecuniary interest in the matters referred to the Arbitration Board, or
- (b) who is acting or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties; shall be appointed to or act as a member of an Arbitration Board.

8.11 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.

8.12 Discharge Arbitration

Notwithstanding the above procedure, if there are delays in the appointment of an Arbitration Board, the parties shall agree upon a mutually acceptable Chairperson, set the date for the arbitration hearing, and then appoint nominees to the Board who are available to meet on the date set for the arbitration.

8.13 Expedited Arbitration

Subject to the Agreement of the Employer and the Union, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 8 of the Agreement where either party does not agree to expedited arbitration.

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable arbitrators who will be selected on a rotating basis to deal with each

sitting. Future selections of arbitrators will be considered on a year-to-year basis.

- (c) The parties will present argument/rebuttal based on:
- issue(s)
 - applicable provisions of the Collective Agreement
 - general principle of arbitration case law, which is applicable, including judicial decisions
 - relevant arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply
 - remedies requested.

Argument/rebuttal will be limited to one (1) hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut if necessary.
- (e) The parties will not call witnesses or submit evidence; however, they can mutually agree to enter consent items.
- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) All decisions will be "without prejudice" to any other case(s) with no precedent value being applied to any other case, unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) Notwithstanding Clause 8.04, the parties agree that decisions arising out of these arbitrations will not be considered for judicial review, unless the parties have mutually agreed in writing to allow a decision to have precedent value, in which case either party can consider a decision for judicial review.
- (i) If deemed necessary and where the parties mutually agree, any step of the process may be altered.

8.14

Prior to proceeding to arbitration in accordance with Step 4 of Clause 7.01, the parties may avail of a Mediator to attempt to resolve the grievance. A decision to refer a grievance to mediation shall occur within one (1) month of the completion of Step 3 of the grievance process and the mediation shall take place within six (6) months of referral to mediation. Additionally, the Arbitrator may act as a Mediator prior to commencing a hearing with the agreement of both parties. Both parties will equally share the cost of a Mediator. Both parties retain access to the complete arbitration process as

described in Article 8 of the Agreement when either party does not agree to mediation.

ARTICLE 9 LABOUR-MANAGEMENT LIAISON

- 9.01 It is agreed that representatives of both the Employer and the Association will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters:
- (a) promoting safety and sanitary practices;
 - (b) reviewing suggestions from employees, questions of working conditions and service;
 - (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.
- 9.02 These meetings shall not supersede the activities of any other Committee of the Association or of the Employer and shall not bind either the Association or its members or the Employer to any decisions or conclusions reached during discussions.

ARTICLE 10 ADVERSE WEATHER CONDITIONS

- 10.01 When an employee, through no fault of their own, is unable to report for work as a result of a declared state of emergency by either the Employer or the appropriate provincial or municipal authority, the employee shall suffer no loss of regular pay or benefits, nor shall they be required to make up lost time due to the declared state of emergency.

ARTICLE 11 PROBATION, DISCHARGE, SUSPENSION & DISCIPLINE

- 11.01 (a) Probationary Period

The probationary period means a period of continuous employment of seven hundred and fifty (750) working hours exclusive of any orientation period from the date of last hiring. The probationary period of part-time and temporary employees shall be equivalent to that of a full-time employee. Temporary employees shall be allowed to accumulate periods of employment in order to complete his/her

probationary period of seven hundred and fifty (750) working hours. For the purposes of this clause, time off with pay, excluding workers' compensation and sick leave approved by the employer, shall be considered as time worked.

(b) Discharge Procedure

The Employer has the right to discipline and discharge employees for just cause. However, any employee who has completed the probationary period and claims to have been unjustly disciplined, discharged or suspended shall be provided with written notification within seven (7) calendar days of the occurrence or discovery of the matter giving rise to the discipline, discharge or suspension.

(c) Termination of Probationary Employee

The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance or arbitration procedure.

11.02 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.

11.03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved.
- (b) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that they have a right to be accompanied by a Shop Steward.

11.04 Adverse Report

- (a) The Employer shall notify an employee of any dissatisfaction concerning his/her work within ten (10) calendar days of the Employer's becoming aware of the matter giving rise to the dissatisfaction. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The employee's written reply to such notification of dissatisfaction shall become part of their record.
- (b) Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed provided that another warning or reprimand relating to the same or similar offence has not been given within that period. It shall be the responsibility of the employee to see that such documents are removed.
- (c) This Article shall apply in respect of any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

11.05 Personal Files

- (a) There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action. An employee shall make an appointment to inspect their personal file. The employee shall be accompanied by an Employer representative and may be accompanied by a Union representative.
- (b) A copy of any document placed on an employee's personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.

11.06 Performance Evaluations

An employee who feels that they have not been given a proper evaluation shall have the right to grieve in accordance with Article 7. Performance evaluations shall not be considered an adverse report.

11.07 Justice and Dignity Provisions

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.

11.08 Criminal or Legal Liability

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 required by the Employer, and/or the employee acted within the scope of his/her employment.

ARTICLE 12 SENIORITY

12.01 Seniority is defined as length of service with the Employer and subject to Clause 12.04 shall date from first date of hire by the Employer and shall be calculated based on hours of work. Seniority shall operate on a bargaining unit wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Association and posted by January 15th and July 15th of each year.

12.03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 11.01 of this Agreement. Subject to Clause 11.01©), during their probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

12.04 Loss of Seniority

An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing;

- (c) they are absent from work in excess of three (3) working days without the approval of the Co-ordinator/Supervisor unless absent for just cause;
- (d) they fail to return to work from layoff within ten (10) working days of being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Co-ordinator/Supervisor informed, in writing, of their current address. An employee who is recalled for temporary work or employment at a time when they have employment which will continue for a greater duration than the recall period shall not lose their recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within two (2) working days, notify the Co-ordinator/Supervisor whether or not they will return to work. Failure to notify the Co-ordinator/Supervisor will also result in loss of seniority;
- (e) they are laid off for a period longer than twenty-four (24) months;
- (f) they are a temporary employee and refuses a recall on three (3) consecutive occasions without just cause.

12.05 Transfers and Seniority Outside Bargaining Unit

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

12.06 Service Credits

Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.

ARTICLE 13 PROMOTION AND STAFF CHANGES

13.01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than

seven (7) calendar days.

13.02 Information on Posting

For vacancies or new positions inside the bargaining unit, such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. The Employer will not establish such qualifications in an arbitrary or discriminatory manner.

13.03 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, in the Employer's opinion, a temporary bargaining unit position is expected to exceed a period of thirteen (13) continuous weeks, or where a bargaining unit position exceeds thirteen (13) weeks, such position shall be posted in accordance with Clause 13.01.

13.04 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 of length of service.

Therefore, in making promotions or transfers to bargaining unit positions employees shall be considered on the basis of required qualifications and abilities. Where these factors are judged to be relatively equal between applicants, seniority shall apply. The Employer agrees not to establish qualifications and abilities for positions in an arbitrary or discriminatory manner. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory, as assessed by the Employer, in the position during the trial period, or if the employee is

unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted, transferred, or hired because of the re-arrangement of positions shall also be returned to their former position or status, wage, or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to their former position prior to the completion of the trial period.

13.06 Upon written request, an unsuccessful applicant for a job vacancy will be informed of the name of the successful applicant in a job competition and the reason why they were unsuccessful.

13.07 Incapacitated Worker Provision

An employee who has become disabled or incapacitated by injury or illness and is unable to perform their regular duties to the satisfaction of the employer, with the approval of the Employer, may be given the opportunity to be employed in other work which they can do providing a suitable position is available as assessed by the Employer. The applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this clause shall have the right to displace the least senior employee provided, they are qualified and able to do the work required.

13.08 Permanent Employees in Temporary Positions

A permanent employee who obtains a temporary position with HVCLC shall retain their permanent status. The employee shall be returned to their former position at the end of such assignment.

ARTICLE 14 HOURS OF WORK

- 14.01
- (a) The normal hours of work shall be on the average of forty (40) hours per week.
 - (b) The normal daily hours of work for full-time employees shall be eight (8) hours per day, subject to the twelve (12) hour shift schedule in Schedule "B".
 - (c) Notwithstanding that part-time employees and 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.

- (d) Part-time employees will advise the Employer of their desire to work additional hours up to full time hours. Those part-time employees shall be scheduled or recalled before temporary employees in accordance with seniority for these additional shifts. Part-time employee who works additional hours in accordance with this Article recognize that in working these hours, they are subject to all provisions of Clause 12.04. Part-time employees who refuse additional hours as per Clause 12.04 (f) shall be removed from the call list for additional hours.

14.02 Working Schedule

- (a) 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.
- (b) When an employee's day(s) off are changed without having been given at least forty-eight (48) hours prior notice of having to work on their day(s) off, they shall be paid double (2X) their regular hourly rate for each hour worked on the scheduled day(s) off.
- (c) Employees shall not be scheduled for more than seven (7) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

14.03 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 supervisor may mutually agree on an alternative arrangement to provide the employee with an acceptable rest period.

14.04 Days Off

- (a) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the Co-ordinator.
- (b) Subject to operational requirements, the Employer shall grant every

second weekend off for permanent full-time employees. Days off shall be planned in such a way as to distribute weekends off so that temporary and part time employees shall receive every third weekend off and the Employer shall endeavour to grant every second weekend off, unless otherwise agreed by mutual consent.

For temporary employees the weekend, off shall mean a Saturday and the Sunday and ensuring the employee a minimum of fifty-two (52) hours off duty.

(c) Shift Rotation

Where there is a shift rotation and where operational requirements permit, all shifts shall rotate in an equitable manner.

14.05 Change of Shift

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

- (a) twenty-four (24) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;
- (b) twenty-four (24) 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 ½) their regular hourly rate for the shift worked. In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before they report to work.

14.06 Exchange of Shifts

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

14.07 Rest Between Shifts

There shall be at least twelve (12) hours between shifts unless otherwise agreed by mutual consent between the employee and their Co-ordinator/Supervisor.

14.08 Split Shifts

There shall be no split shifts unless mutually agreed between employee and their manager/supervisor.

14.09 (a) Shift Differential

Effective April 1, 2015, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day.

(b) Saturday and Sunday Differential

Effective April 1, 2015, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

14.10 Twelve (12) Hour Shifts

(a) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week upon a request from the majority of employees in the workplace or upon a request from the Employer.

(b) Employees working a compressed work week (12-hour shift) shall be governed by the procedure in Schedule B of this Agreement.

14.11 (a) Employees required to attend meetings outside their normal work hours shall be compensated at the applicable overtime rate.

(b) Employees required to attend training sessions outside their normal work hours shall be compensated at straight time.

ARTICLE 15 OVERTIME

15.01 (a) Full Time Employees

All time worked by a full-time employee before or after their regularly scheduled daily or bi-weekly hours shall be considered overtime.

(b) Part-Time Employees

All time worked by a part-time employee in excess of equivalent full-time hours on a daily or bi-weekly basis shall be considered overtime.

(c) Overtime hours worked shall be paid at the rate of time and one-half. All overtime work is subject to the prior approval of the employer, or their authorized representative.

15.02 Overtime and call back shall be distributed as equitably as possible among the employees in the classification affected by the overtime.

15.03 Call Back

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

15.04 An employee shall not be laid off during regular hours to equalize any overtime worked.

15.05 * Double Shift

An employee shall not be required to work a double (2) shift or overtime without their consent except under emergency circumstances. Employees required to work a double shift or overtime, shall not have their schedule changed to avoid further overtime payment but shall be given a minimum eight (8) hour rest period following a double shift or overtime, and shall suffer no loss of pay if rest period coincides with regularly scheduled shift. For the purpose of this Clause, a shift consists of eight (8) consecutive hours.

15.06 Time off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and their supervisor. This employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. All overtime must be paid out at the end of the fiscal year.

ARTICLE 16 HOLIDAYS

16.01 * The following shall be designated paid holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Labour Day
- (f) Armistice Day
- (g) Christmas Day
- (h) Boxing Day
- (l) One (1) additional holiday as mutually agreed.

Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.

16.02 Compensation for Holiday Falling on a Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday as the holiday.

16.03 Compensation for Holiday Falling on a Sunday

For the purpose of this Agreement, when any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

16.04 * Compensation for Holidays Falling on a Scheduled Day Off

When any of the aforementioned holidays (Clause 16.01) falls on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within ninety (90) days at a mutually agreed time between the employee and the Employer. If such time off cannot be granted within ninety (90) days, the employee will be paid one (1) day's regular pay in lieu, to be paid out provided seven days' notice for payroll.

16.05 * Compensation for Work Performed on a Holiday Falling on a Scheduled Day Off

When a holiday falls on an employee's day off and they are required to work on such a holiday, they shall receive two (2) hours' pay for each hour worked on such a holiday in addition to holiday pay. If, at the request of the employee, time off in lieu is granted, it shall be on the basis of two (2) hours off for each hour worked in addition to the holiday pay.

16.06 Pay for Scheduled Work on Holiday

In addition to the pay for holidays referred to in Clause 16.01, employees who are required to work on a holiday shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay, or, if they request it, they shall be entitled to time off with pay at a time to be mutually agreed by the employee and the Employer, on the basis of one and one-half (1 ½) hours for each hour worked. This time off shall be taken within sixty (60) days of the time worked.

16.07 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, whenever possible, employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Years of one year shall have New Year's off the following year unless otherwise mutually agreed between the employees and his/her Co-ordinator/Supervisor.

ARTICLE 17 ANNUAL LEAVE

17.01 (a) Length of Vacation

Subject to Clause 17.01 (a) (vi) and Article 27.05, employees shall receive annual vacation with pay in accordance with their working hours of employment as follows:

- (i) less than 2080 working hours:
13 1/3 working hours for each 173 1/3 working hours of service

- (ii) 2080 working hours or more but less than 20,800 working hours:
160 working hours
- (iii) more than 20,800 working hours but less than 52,000 working hours:
200 working hours
- (iv) more than 52,000 working hours:
240 working hours
- (v) the minimal annual leave that can be taken is one (1) hour unless the employee has to be replaced, in which case three (3) hours shall be the minimum.
- (vi) temporary employees who have worked less than seventy percent (70%) of full-time hours in the last twelve (12) months, shall receive vacation pay on their pay cheque.

(b) Calculation of Length of Vacation

- (i) For the purpose of calculation of length of annual vacation with pay, an employee's service will be that service performed in the twelve (12) month period. This period will be from January 1 to December 31.
- (ii) When an employee becomes eligible for a greater amount of annual leave, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

(c) Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be mutually agreed upon.

(d) Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, they shall receive

the benefit of such increase from the effective date.

(e) Vacation Pay on Termination or Retirement

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, not later than the second pay day following the date of termination.

17.02

(a) Annual leave shall not be taken except with the prior approval of the supervisor. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee.

(b) Vacation Schedule

Employees shall submit their requests for vacation leave by May 1st of each year. Vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed upon by the employee and Co-ordinator. Vacation shall commence immediately following an employee's regularly scheduled days off.

(c) Selection of Vacation Dates

Employees 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.

17.03

An employee with more than sixty (60) calendar days' service may anticipate their vacation to the end of the current vacation period, or to the employees scheduled date of layoff or termination, whichever is the shorter period.

An employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from their final cheque or pension contribution refund.

17.04 Substitution for Vacation

- (a) An employee who qualified for sick leave under Article 18 while on vacation may change the status of their leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty a medical certificate stating the total period during which they're qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, they may change the status of his/her leave to sick leave with effect from the date they were admitted to hospital.
- (c) An employee who, while on vacation, qualified for bereavement leave shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in Clause 17.04(a) and Clause 17.04(b) shall be reinstated for use at a later date to be mutually agreed.

17.05 Unused Vacation Paid to Estate

Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

17.06 Vacation Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

17.07 Carry Forward of Annual Leave

An employee who is entitled to accumulate annual leave under this Collective Agreement may carry forward to a subsequent year annual leave equivalent to his/her current year's entitlement.

17:08 Vacation Leave of Short Duration

Employees shall be permitted periods of vacation other than that referenced in Clause 17:02 above. The Employer shall make every reasonable effort to schedule an employee's request. The employee will endeavour to request additional vacation prior to the posting of the schedule. Where such request is made within three (3) weeks of the

requested vacation leave, the employee will be given a decision within forty-eight (48) hours of such request.

17:09 * Payment in Lieu of Vacation Leave

Annual leave may be paid out upon employee request provided the employee has full complement of hours.

ARTICLE 18 SICK LEAVE

18.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the *Workplace Health, Safety, and Compensation Act*.

18.02 Sick Leave Accumulation

- (a) (i) A permanent full-time employee is eligible to accumulate sick leave with full pay at the rate of one and one-half (1.5) days for each month of service.
- (ii) Notwithstanding Clause 18.02 (a)(I), a permanent full-time employee hired after the effective date of this Collective Agreement is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
- (b) (i) The maximum number of days of sick leave which may be awarded to a permanent full-time employee during any consecutive twenty (20) year period of service shall not exceed three hundred and sixty (360) days.
- (ii) Notwithstanding 18.02 (b)(I), the maximum number of days of sick leave which may be awarded to a permanent full-time employee hired after the effective date of this Collective Agreement during any consecutive twenty (20) year period shall not exceed two hundred and forty (240) days.
- (c) (i) Subject to Clause 26.05, permanent part-time and temporary employees are eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.

- (ii) The maximum number of days of sick leave which may be awarded to a permanent part-time or temporary employee during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

18.03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all working hours absent for sick leave.

18.04 Medical Certificates

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse, shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- * (b) There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the Employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

18.05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence or while on Workers' Compensation, they shall receive sick leave credits for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their accumulative credits, if any, existing at the time of such layoff.

18.06 Injury on Duty

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift or workday at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the

employee is fit for further work on that shift.

18.07 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of their service computed in full, or one-half (½) days shall be deemed to have a month of service.

18:08 Paid Sick Leave for Temporary Employees

(a) Subject to Clause 18.02, sick leave may only be provided to a temporary employee when they're absent from work due to illness on their scheduled shift.

(b) A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time they did not report to work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee shall report to work after their illness providing the work is still available and providing the temporary employee gives the Employer reasonable notice. Temporary employees shall be eligible for sick leave benefits for shifts they would have been recalled to during periods of hospitalization upon proof of admission and discharge.

18:09 When an employee has used the maximum of sick leave which may be awarded to them in accordance with this Agreement, they may elect, if they are still unfit to return to duty (proper medical documentation/functional assessment) to proceed on annual leave including accumulated leave, if they're eligible to receive such leave, and if not, on special leave without pay. Employees on leave without pay under this Article or employees on Workers' Compensation shall accrue seniority for periods of such leave unless they would normally be laid off. This Article does not apply to probationary employees.

ARTICLE 19 LEAVE - GENERAL

19.01 Subject to operational requirements and upon written request by the Union to the Executive Director/Supervisor, and with the approval in writing of the Executive Director//Supervisor, leave without pay shall be awarded to

an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
 - (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
 - (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
 - (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed twenty (20) days per Board Operated Residential Service per year.
- 19.02
- (a) With the approval of the Executive Director, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending face-to-face negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the Executive Director of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate Supervisors and such notice shall be given as far in advance as possible.
 - (b) With the approval of the Executive Director, leave without pay shall

be granted to an employee to attend educational seminars, provided that the total number of days of leave with pay granted under this Clause in any one (1) year shall not in any event exceed the number of Shop Stewards in the bargaining unit plus one (1) additional day.

19.03 * Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's parents, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law, or near relative living in the same household, three (3) consecutive days; and
- (b) In the case of their siblings-in-law, one (1) day.
- (c) For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be their spouse and lives and intends to continue to live with that person as if that person were their spouse.
- (d) If the death of a relative referred to in Clause 19.03 (a) and to which three (3) days has been allotted occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 19.03 (a).
- (e) In cases where extraordinary circumstances prevail, the Co-ordinator/Supervisor may grant two (2) additional days other than those referred to in Clause 19.03 (a), (b) and (d).

19.04 Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Clause.
- * (b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the

expiration of this leave.

- (c) An employee may return to duty after giving their Employer two (2) weeks' notice of their intention to do so.
- (d) The employee shall resume their former position and salary upon return from leave. There shall be no loss of accrued benefits.
- * (e) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, sick leave, and step progression. Employees who avail of seventy-eight (78) weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of seventy-eight (78) weeks. The Employer will also pay 50% of the group insurance premiums for seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- * (f) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.
- * (g) Employees on leave will have the option of continuing to pay their portion of the group insurance premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums; the Employer will also pay its share of the premiums.
- * (h) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- * (i) An employee who applies for a position in accordance with Clause 13.01 while on maternity/adoption/parental leave shall be considered for that job posting in accordance with the provisions of Clause 13.04. If the employee on maternity/adoption/parental leave is successful, their trial period shall start upon their return to work.
- * (j) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.
- * (k) The Government will endeavour to provide childcare services for its employees wherever possible.

19.05

Paid Jury, Court Witness or Jury Selection Leave

- (a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as a juror or who is required to attend jury selection. The employee will present proof that they attended as a juror or for the purpose of jury selection. Any remuneration the employee receives from the Courts will be over and above their pay and benefits from the Employer.
- (b) Employees may be entitled to leave with pay when subpoenaed by a Board or authority legislatively entitled to issue a subpoena to appear as a witness on matters directly related to her employment with the Employer.

19.06

Family Leave

- * (a) Subject to Clause 19.06 (b), an employee who is required to:
 - (i) attend to the temporary care of a sick family member;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; or
 - (vi) attend to the needs related to home or family emergencies.

Shall be awarded up to twenty-four (24) hours paid family leave in any calendar year. If the Employer determines that the employee must be replaced while on family leave, three (3) hours is the minimum number of hours to be taken under this Clause.

- (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 (iii), (iv) and (v) of Clause 19.06 (a) have endeavoured to a reasonable

extent to schedule such events during off duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.

19:07

Education Leave

- (a) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid education leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority, unless they would have been otherwise laid off.
- (b) An employee who is upgrading their employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

19:08

Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to 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. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside the bargaining unit.

19:09

Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, an employee is entitled to receive one (1) month of unpaid leave, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid

leave does not necessarily have to be taken consecutively but cannot be

taken in increments of less than two (2) days at a time. The employee shall accumulate seniority during this leave provided the employee would not have been otherwise laid off.

19:10 * Family Violence Leave

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

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant legislation. An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES

20.01 Availability of Salary Cheques

- (a) Employees shall be paid every two (2) weeks by direct deposit. Direct deposit pay shall be available to the employee within one (1) day of the direct deposit containing the following information:
 - (i) employee's name; and
 - (ii) deductions for the period, including gross pay, overtime, shift premium, special allowances, miscellaneous deductions, net pay, and year to date total.

- (b) The Employer will make every reasonable effort to ensure that salary cheques will be available on pay day. At 0800 hours for those employees scheduled to work on the previous 0001 and 0800 hours shift and prior to 0001 hours on pay day for those employees who worked the previous 1600-to-2400-hour shift.

20.02 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which they wish to receive their advance payment shall receive, prior to commencement of their annual vacation, any regular pay cheque(s), which may fall due during their vacation.

ARTICLE 21 PERSONAL LOSS

21.01 * Personal Loss

Subject to Clause 21.02 and 21.03, where an employee in the performance of their duties suffer any personal loss and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to the Employer offering six hundred dollars (\$600).

21.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the coordinator/supervisor or his/her designated representative.

21.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of their duty.

Any compensation payable under this Article is to be paid within fifteen (15) days of verification of the incident.

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 LAYOFF OR TERMINATION

23.01 (a) Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff. For temporary employees who have not been hired for a specified period, the period of notice will be fourteen (14) calendar days prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

(b) Period of Notice

Employees shall give the Employer fourteen (14) days' notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

23.02 Layoff and Recall Procedure

- (a) Subject to Clause 23.02(b), both parties recognize that job security should increase in proportion to the length of service. Therefore, where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, permanent employees shall be laid off in the reverse order of their seniority. Permanent employees shall be recalled in order of their seniority providing they are qualified to do the work.
- (b) Where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, temporary employees shall be laid off in the reverse order of seniority provided that those temporary employees being retained are qualified to do the work required. Temporary employees shall be recalled in order of seniority provided that they are qualified to do the work required.
- (c) It is the responsibility of the employee to keep the Employer informed of their current address and telephone number.

- (d) Temporary employees shall be deemed to be junior to permanent employees in the case of layoff and recall only.
- (e) Employees being recalled to a position with a lower pay range level than previously employed in and who refuse to work shall not lose their seniority, but they will forfeit their right to future recall in a position at the same pay range level.

23.03 No New Employees

- (a) No new employees shall be hired until employees who are on layoff status or under notice of layoff, have been given an opportunity of recall or re-assignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.
- (b) Clause 23.03(a) shall not apply where the new employees authorized period of employment expires prior to the effective date of layoff for an employee on layoff notice.

23.04 Return to Former Classification

A permanent employee who changes their classification as a result of layoff shall have the opportunity within one (1) year to return to their former classification should a vacancy occur which the Employer intends to fill provided they are qualified and able to perform the duties required for the position.

23.05 Layoff

Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per the attached chart. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the

coalition negotiations. The amount repaid will be based on the net

amount received by the employee, or the amount paid to a financial institution on behalf of an employee (see Schedule " C").

23:06 Permanent employees who bump to a temporary position or is placed on the temporary call list shall maintain their permanent status and be recalled to the first available permanent position of equivalent hours without the position being posted.

ARTICLE 24 PENSION PLAN AND GROUP INSURANCE

24.01 The existing GMPP Plan currently available to employees will continue in effect, subject to any change to the eligibility Clause of that Plan.

24.02 Group Insurance

(a) The existing Group Insurance Programs currently in effect will remain in effect for the duration of this Agreement.

(b) The cost of the Group Life, Group Medical and Pension Plans will be shared equally by the Employer and the employees.

(c) Permanent employees who are bumped to a temporary position and placed on the temporary call list may opt to maintain group insurance benefits provided they pay the full premium (employee/Employer portion) of their group insurance premiums without cost to the Employer.

24.03 Workers' Compensation

(a) All employees shall be covered by the Workplace Health, safety and Compensation Act.

(b) Group insurance coverage will continue on the basis of the pre-injury salary including salary adjustments from step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this Clause does not violate the Workplace Health, Safety and compensation Act.

ARTICLE 25 WORKING CONDITIONS

25.01 Occupational Health & Safety

The Employer agrees to co-operate fully with all requirements of the Occupational Health and Safety Act. Each home will continue to have an Occupational Health and Safety representative in accordance with the Act

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

25.03 Health Education

(a) The Employer, in consultation and with agreement from the Union, agrees to put in place a policy dealing with the protection of employees and residents from infectious diseases. A Committee consisting of one (1) Employer representative and one (1) Union representative shall be struck and shall endeavour to have the policy ready for implementation within six (6) months of the signing of this Agreement.

(b) The Employer agrees to consult with the Department of Health on suspected cases of communicable disease. The Employer will endeavour to provide appropriate education information to employees upon request.

25.04 Parking Facilities

The Employer shall provide free of charge adequate facilities, whenever possible, for employees to park their cars during working hours.

25.05 Part-time and Temporary Employees

(a) Unless otherwise agreed, part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their actual hours of work.

(b) Unless otherwise agreed, temporary employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Earned benefits shall be prorated and employees will be allowed to carry forward these benefits from one period of employment to the next.

25.06 Salaries

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

ARTICLE 26 AMENDMENT BY MUTUAL AGREEMENT

26.01 It is agreed by the parties to this Agreement that 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.

ARTICLE 27 CLASSIFICATION

27.01 Employees shall be notified, in writing, of any changes in their classification.

27.02 When an employee feels that their position has been unfairly or incorrectly classified, the employee may submit a request for review to their Employer.

27.03 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Employer.

ARTICLE 28 TRAVEL ON EMPLOYER'S BUSINESS

28.01 * (a) Effective the date of signing, for each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Total</u>
Province	\$9.60	\$16.80	\$26.04	\$52.44
Other Provinces	\$12.18	\$19.68	\$28.38	\$60.24
USA (USD\$)	\$12.18	\$19.68	\$28.38	\$60.24
Other	\$13.50	\$21.54	\$31.20	\$66.24

* (b) (i) When, in the course of their duty, an employee is required to

travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the Employer they may be permitted to use their own vehicle and be reimbursed as follows:

Rate 40.35 cents per km.

In areas where the cost of meals is likely to exceed these rates, bas on the opinion of the supervisor, vouchered expenses may be submitted.

- (ii) employees who, at the request of the Employer make their vehicle available for use on the Employer's business shall be reimbursed, on receipt of invoice, for the difference between private and business insurance.

28.02 For travel on the employer's business for less than one (1) day, Travel Expense Rules as prescribed shall apply.

28.03 (a) an employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

Rate \$5.00 per night

(b) Receipts are required for claims submitted in accordance with this Clause. An employee's overnight travel status shall be reimbursed

for the cost of one (1) personal long-distance call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel status.

ARTICLE 29 DURATION OF AGREEMENT

29.01 Duration

This Agreement shall be in full force and effect from date of signing and shall remain in full force and effect until June 30, 2026, unless otherwise provided for in a specific Article.

29.02 Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for renewal of the terms of this Agreement and until such time as it is replaced by a new Collective Agreement. Notwithstanding the above, the

parties shall retain their legal right to lockout or strike in accordance with the Labour Relations Act.

29.03

Notice of Amendment

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

* SCHEDULE "A"

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES

Salary Implementation Formula

Effective July 1, 2022	2% + \$2,000 Recognition Bonus
Effective July 1, 2023	2%
Effective July 1, 2024	2%
Effective July 1, 2025	2%

Effective date of signing, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000 prorated based on regular full-time hours for the hours worked during the previous twelve (12) months.

Step Progression

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
2. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
3. For employees other than those employees who are considered permanent (full-time) employees under this Agreement, these employees will receive a step advancement on a pro-rated basis (ie. when these employees work an equivalent of twelve (12) months of service).

List of Classifications

Co-operative Apartment Worker

Salary Scale

<u>Classification</u>	<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Co-operative Apartment Worker	July 1/22	\$22.85	\$24.00	\$25.18
	July 1/23	\$23.31	\$24.48	\$25.68
	July 1/24	\$23.78	\$24.97	\$26.19
	July 1/25	\$24.26	\$25.47	\$26.71

SCHEDULE "B"

TWELVE HOUR SHIFTS

3.01 Definitions

- (o) "Service" means any period of employment excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding 160 working hours in the aggregate in any year, unless otherwise specified in this Agreement.

11.03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of three hundred and forty-seven (347) working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of 347 working hours. In the event that the successful applicant proves unsatisfactory, as assessed by the Employer, in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted, transferred, or hired because of the re-arrangement of positions shall also be returned to their former position or status, wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to their former position prior to the completion of the trial period.

14.01 Hours of Work

- (a) The hours of work shall be an average of eighty (80) hours per fortnight divided into twelve (12) hours, or a combination of twelve (12) hours and eight (8) hours.

14.02 Consecutive Shifts

- (c) Employees shall not be scheduled for more than three (3) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

14.03 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 schedule by the Employer.

14.04 Weekends Off

- (b) Subject to operational requirements, the employer shall grant every second weekend off for permanent full-time employees. The employer shall endeavour to grant every third weekend off for temporary and part-time employees.

14.07 Rest Between Shifts

There shall be at least twelve (12) hours between shifts unless otherwise agreed by mutual consent between the employee and his Co-ordinator/Supervisor.

16.01 Holidays

- (a) The following shall be designated paid holidays and employees shall receive eight (8) hours paid leave for each:
 - (a) New Year's Day
 - (b) Good Friday
 - (c) Commonwealth Day
 - (d) Memorial Day
 - (e) Labour Day
 - (f) Armistice Day
 - (g) Christmas Day
 - (h) Boxing Day
 - (i) One (1) additional holiday as mutually agreed.

17.01 Annual Leave

- (a) Length of Vacation

Subject to Clause 17.01 (a)(vi) and Clause 27.05, employees shall receive annual vacation with pay in accordance with their working hours of employment as follows:

- (i) less than 2080 working hours at the rate of 13 1/3 working hours for each 173 1/3 working hours of service;
- (ii) 2080 hours or more but less than 20,800 hours - 160 working hours;
- (iii) more than 20,800 hours but less than 52,000 hours of service - 200 working hours;
- (iv) for more than 52,000 hours of service - 240 working hours.
- (v) the minimal annual leave that can be taken is one (1) hour unless the employee must be replaced, in which case three (3) hours shall be the minimum.
- (vi) temporary employees who have worked less than seventy percent (70%) of full-time hours in the last twelve (12) months, shall receive vacation pay on their pay cheque.

17.08 Carry Forward of Vacation

An employee who is entitled to accumulate annual leave under this Collective Agreement may carry forward to a subsequent year annual leave equivalent to their current year's entitlement.

18.02 Sick Leave Accumulation

- (a) (i) A permanent full-time employee is eligible to accumulate sick leave with full pay at the rate of sixteen (16) hours for each 173 1/3 hours of service.
- (ii) Notwithstanding clause 18.02 (i), a permanent full-time employee hired after the effective date of this Collective Agreement is eligible to accumulate sick leave with full pay at the rate of twelve (12) hours of each 173 1/3 hours of service.
- (b) (i) The maximum number of hours of sick leave which may be awarded to a permanent full-time employee during any consecutive twenty (20) year period of service shall not exceed three thousand eight hundred and forty (3840) hours.

- (ii) Notwithstanding clause 18.02 (b)(l), the maximum number of hours of sick leave which may be awarded to a permanent full-time employee hired after the effective date of this Collective Agreement during any consecutive twenty (20) year period of service shall not exceed two thousand eight hundred and eighty (2880) hours.
- (c) (i) Subject to Clause 26.05, permanent part-time and temporary employees are eligible to accumulate sick leave with full pay at the rate of twelve (12) hours for each 173 1/3 hours of service.
- (ii) the maximum number of days of sick leave which may be awarded to a permanent part-time or temporary employee during any consecutive twenty (20) year period of service shall not exceed two thousand eight hundred and eighty (2880) hours.

19.01

Leave - General

Subject to operational requirements and upon written request by the Union to the Executive Director/Supervisor and with the approval in writing of the Executive Director/Supervisor, leave without pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding 24 working hours in any year for each of the above Conventions except that where a Component Convention and the biennial Convention are held in the same year, leave without pay not exceeding 16 working hours may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave without pay not exceeding 24 working hours in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave without pay not exceeding 24

working hours in any year.

- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave without pay not exceeding forty (40) working hours in any one (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed 160 working hours per Home per year.

All other Clauses of the Collective Agreement which have not been amended shall apply to employees who work on a twelve (12) hour shift schedule as they do to all other employees.

SCHEDULE "C"

NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

Service	AGE (Years)					
	<35	35-39	40-44	45-49	50-54	>54
<6 Months	2	4	6	8	10	12
>6 Months - <1 Year	4	6	8	10	12	14
>1 - <2 Years	7	9	11	13	15	17
>2 - <4 Years	11	13	15	17	19	21
>4 - <6 Years	15	17	19	21	23	25
>6 - <8 Years	19	21	23	25	27	29
>8 - <10 Years	23	25	27	29	31	33
>10 - <12 Years	27	29	31	33	35	37
>12 - <14 Years	31	33	35	37	39	41
>14 - <16 Years	35	37	39	41	43	45
>16 - <18 Years	39	41	43	45	47	49
>18 - <20 Years	43	45	47	49	51	53
>20 - <22 Years	47	49	51	53	55	57
>22 Years	52	54	56	58	60	62

SCHEDULE "D"

Job Sharing Guidelines

The following are guidelines to assist Employers and members of N.A.P.E. in job sharing arrangements. The guidelines in no way obligate either party to enter into a job-sharing arrangement, but rather provide guidance where the parties mutually agree to enter into such an arrangement. Nothing in these guidelines shall be interpreted to limit the right of any Employer and the Union to mutually agree to vary these guidelines, and nothing shall be interpreted so as to alter any existing job-sharing agreements between the Union and any Employer. It is hoped that job sharing will improve the quality of life for employees who wish to avail of it.

The suggested guidelines are as follows:

- (1) that job sharing be a voluntary employee initiated arrangement;
- (2) that a job-sharing arrangement be defined as one normal full-time position shared by two employees, each working 50% of the position;
- (3) that the employees have the ability to self-schedule based on one normal full-time position;
- (4) that all the benefits of the Collective Agreement be shared equally between the employees. These benefits not be any less than the part-time benefits currently outlined in the Collective Agreement, (i.e., all benefits applicable to part-time be extended to job sharing as well).

Employees who occupy a full-time position would initiate a potential job-sharing arrangement and would enter into discussion with the Employer to establish the arrangement. Such an arrangement would have to be agreeable to the Employer and the Union, and the Employer would be permitted to limit the number of full-time positions available for job sharing.

Once the job-sharing arrangement has been approved by the Employer for a particular full-time position, a job sharing partner would have to be located for the initial incumbent. The selection of a job-sharing partner would have to be conducted via an agreed upon mechanism with the Union. Such a mechanism could include job posting as per the Collective Agreement.

Once a job-sharing partner has been selected, the full-time position would be shared between the two employees on a 50-50 basis. The employees shall work 50% of the normal regular hours over a 4-to-6-week period. The employee shall be paid each pay

period as if he/she worked 50% of the normal regular hours in that pay period regardless that the employees' self-scheduling may result in one job sharing partner working greater than 50% of the normal regular hours in the pay period being paid. This will ensure consistency for payroll and benefits. Benefits would be applied as would be for a part-time employee (ie., on a pro-rated basis).

Employees engaged in a job-sharing arrangement would be permitted to engage in self-scheduling. The Employer would post the applicable work schedule as they would for a full-time employee, however, the job-sharing employees would decide amongst themselves who shall work which particular shifts on a 50-50 basis. Once the work schedule has been decided upon, the employees would seek the approval of the Employer one week in advance of the commencement date of the work outlined, provided the schedule is posted two (2) weeks in advance. Shifts shall be equitably shared, unless mutually agreed (i.e., days/nights).

The employees engaged in a job-sharing arrangement may be permitted to have a trial period. The trial period would be a specified period of time agreed upon between the Employer and the employees engaged in the arrangement. For reasons other than an unsuccessful trial period, should the regular incumbent of the position leave, the job should be posted in accordance with the Collective Agreement. If the employee other than the regular incumbent leaves, the regular incumbent in the position will revert back to the full-time position.

NOTE: A notice period to the Employer for the discontinuance of a job-sharing arrangement should also be predetermined.

Should there be a need for leave replacement for either of the employees engaged in the job-sharing arrangement, the other job-sharing partner may be given the first opportunity to fill in as a replacement.

LETTER OF UNDERSTANDING

STAFFING/SAFETY CONCERNS

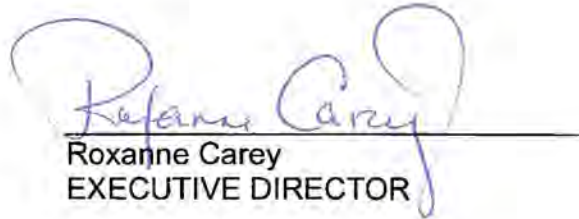
The employer agrees that safety of residents and staff is a paramount consideration in determining staffing levels for each shift in a Board Operated Residential Service. Therefore, the employer agrees to abide by applicable fire and safety regulations in determining staff levels and will ensure that regular inspections are carried out by fire officials of the respective community. In addition, the employer agrees, and in fact, encourages employees to bring forth any concerns they may have regarding safety in Labour Management meetings as provided for in Clause 9.01.

SIGNED ON BEHALF OF
NEWFOUNDLAND & LABRADOR
ASSOCIATION OF PUBLIC &
PRIVATE EMPLOYEES



Andy Parsons
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF
HUMBER VALLEY CO-OPERATIVE
CORPORATION




Roxanne Carey
EXECUTIVE DIRECTOR

LETTER OF UNDERSTANDING

STAFF FACILITIES

The employer agrees that wherever possible, within existing space limitations, employees will be provided with an area within the facility for storage of clothes and personal belongings.

SIGNED ON BEHALF OF
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ASSOCIATION OF PUBLIC &
PRIVATE EMPLOYEES



Andy Parsons
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF
HUMBER VALLEY CO-OPERATIVE
CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

LETTER OF UNDERSTANDING

ADDITIONAL CLASSIFICATIONS

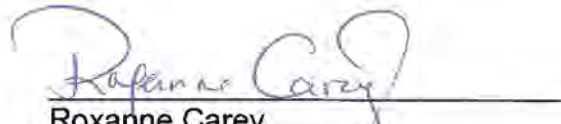
The parties agree that if additional classifications are negotiated into this Collective Agreement, the parties will meet to develop language around the issue of temporary assignment.

SIGNED ON BEHALF OF
NEWFOUNDLAND & LABRADOR
ASSOCIATION OF PUBLIC &
PRIVATE EMPLOYEES

SIGNED ON BEHALF OF
HUMBER VALLEY CO-OPERATIVE
CORPORATION



Andy Parsons
EMPLOYEE RELATIONS OFFICER



Roxanne Carey
EXECUTIVE DIRECTOR

*

LETTER OF UNDERSTANDING

GRANDPARENTING UNDER CLAUSE 18.02 - SICK LEAVE

The parties agree that Terri-Lynn Hackett and Lori Pennell will continue to earn 1.5 days sick leave for each month of service as per clause 18.02 (a)(1) for as long as they occupy a full-time position with the Employer. In the event that these individuals no longer occupy a full-time position with the employer, the applicable Collective Agreement language will apply.

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CORPORATION



Andy Parsons
EMPLOYEE RELATIONS OFFICER



Roxanne Carey
EXECUTIVE DIRECTOR

LETTER OF UNDERSTANDING

ADDITIONAL HOURS FOR PERMANENT PART-TIME EMPLOYEES

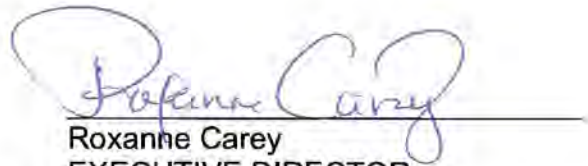
Subject to Clause 14:01 (d), the Employer will endeavour to offer additional hours to part-time employees in the Home in which the employee is assigned for their permanent part-time position. Furthermore, the parties recognize the right of the Employer to require permanent part-time employees to perform work in other Homes at the Employer's discretion.

SIGNED ON BEHALF OF
NEWFOUNDLAND & LABRADOR
ASSOCIATION OF PUBLIC &
PRIVATE EMPLOYEES



Andy Parsons
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF
HUMBER VALLEY CO-OPERATIVE
CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

LETTER OF UNDERSTANDING

VACATION SCHEDULE

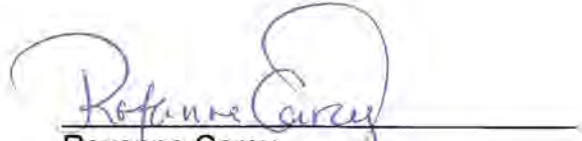
This will confirm our understanding during negotiations that a committee will be struck with equal representation from Union and Management to discuss the implementation of a vacation schedule. The committee will discuss parameters around annual vacation and discuss the challenges around the Christmas schedule and summer leave. Union members will be selected by the Local.

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EMPLOYEE RELATIONS OFFICER

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CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

LETTER OF UNDERSTANDING

REVOKING ANNUAL LEAVE

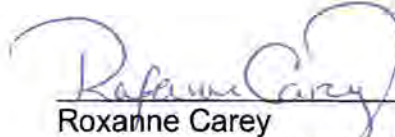
Please be advised that the Employer intends to serve notice that as of January 1, 2019, employees will give a minimum of two (2) weeks notice when revoking leave. The Employer agrees to review exceptional circumstances to revoke leave.

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EMPLOYEE RELATIONS OFFICER

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CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

*

LETTER OF UNDERSTANDING

SMOOTHING HOURS

The Employer will explore with the Union the possibility of smoothing schedule with no commitment on either party. Smoothing hours may consist of full-time confirmed employees working eighty-four (84) hours in a biweekly period with four (4) hours being placed in a soothing bank at straight time, thus allowing for two (2) twelve (12) hour shifts off in a twelve (12) week period.

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EMPLOYEE RELATIONS OFFICER



Roxanne Carey
EXECUTIVE DIRECTOR

*

LETTER OF UNDERSTANDING

POSITIONS

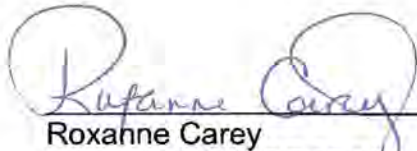
The Employer agrees to within one hundred and twenty (120) days of signing the collective agreement to review its operations to determine if additional permanent positions to be added.

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EMPLOYEE RELATIONS OFFICER

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CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

*

LETTER OF UNDERSTANDING

HEALTH AND INSURANCE PLAN

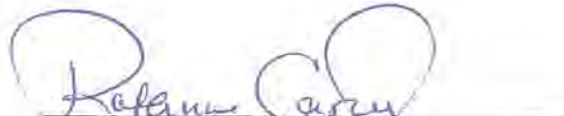
The Employer has committed during negotiations that it will review the Health and Insurance Plan within six (6) months of signing the collective agreement to determine if a new provider can provide additional coverage and also determine if temporary employees can be added to the plan.

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PRIVATE EMPLOYEES



Andy Parsons
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF
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CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

*

MEMORANDUM OF UNDERSTANDING

PUBLIC HEALTH EMERGENCY

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

- (1) Self-Isolation – employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable – this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a maximum of seventy-five (75) hours per year. Employees who work less than full time hours will receive the benefit on a pro-rate basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in). Employees will not be required to provide medical documentation for this period of hours unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their entitlements until they return to work.
- (2) Remote Work – employees may be required to work remotely where the capability exists, and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.
- (3) Use of Sick Leave – employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of long-term sick leave and attendance support planning may still be required.

- (4) Re-Deployment – the Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

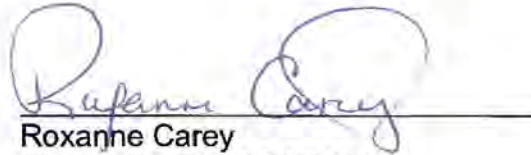
The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

SIGNED ON BEHALF OF
NEWFOUNDLAND & LABRADOR
ASSOCIATION OF PUBLIC &
PRIVATE EMPLOYEES



Andy Parsons
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF
HUMBER VALLEY CO-OPERATIVE
CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

MEMORANDUM OF UNDERSTANDING

STATUTORY HOLIDAY REPLACEMENT

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in the collective agreement. The Employer will endeavour to accommodate such requests and such requests shall not be unreasonably denied.

For the purposes of this letter, cultural or religious significance shall be defined as: A Day which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.

The employee shall inform the Employer of their choice(s), in writing, prior to November 15, in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15 in the calendar year before the new designations take effect, the employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15 in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not be unreasonably denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replaced are now applied:

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.
- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest and will not attract any additional benefit previously attributable to it as statutory holiday: all such benefits will have transferred to the designated replacement day(s).

- (c) Where the Employer does not provide service on a day described under b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the Employer is unable to provide meaningful work on that day, the employee may access vacation, banked overtime, or other like paid banks to cover the missed day of work.

SIGNED ON BEHALF OF
NEWFOUNDLAND & LABRADOR
ASSOCIATION OF PUBLIC &
PRIVATE EMPLOYEES



Andy Parsons
EMPLOYEE RELATIONS OFFICER

SIGNED ON BEHALF OF
HUMBER VALLEY CO-OPERATIVE
CORPORATION



Roxanne Carey
EXECUTIVE DIRECTOR

SIGNED this 4 day of May, 2023.

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

ON BEHALF OF THE HUMBER VALLEY CO-OPERATIVE LIVING CORPORATION:

Profano Carey

Sherry Blake
WITNESS

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

Jerry Ewell
Al Parsons
Cory Riedel
Sam Strickland

Sherry Blake
WITNESS