



COLLECTIVE AGREEMENT

between

HUMBER VALLEY COMPLEX LTD.

and

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

(Expires December 31, 2025)

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ARTICLE 1 PURPOSE

1:01 It is the purpose of the parties of this Agreement to maintain and improve harmonious relations and to settle conditions of employment among the Employer, employees, and the Union.

ARTICLE 2 RECOGNITION

2:01 * The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Humber Valley Complex Ltd. in Deer Lake, Newfoundland, as listed in Schedule "A" of the Agreement.

2:02 (a) When new classifications are developed, the Employer shall notify the Union immediately, in writing, as to whether such classifications should be included or excluded from the bargaining unit and provide reasons for exclusion.

(b) Should the parties not agree on the exclusion of any specific classification, the matter shall be immediately referred to the Labour Relations Board for adjudication.

2:03 Work of the Bargaining Unit

Persons not covered by the terms of this Agreement will not normally perform any duties assigned to employees within the Bargaining Unit. Work performed by volunteers and resident's family members will continue as per past practice, provided it does not affect bargaining unit employees.

2:04 No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

2:05 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa, as the context may require.

2:06 In the event there is a conflict between this Agreement and any policies or regulations made by the Employer, this Agreement shall take precedence over the said regulations and policies. In the event there is conflict between this Agreement and Government Regulations/Guidelines, the parties will meet to make applicable adjustments to the Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3:01 The Union recognizes and agrees that the Employer reserves and retains all the rights, powers, and authority to manage its operations and to direct its employees, except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4:01 Definitions

- (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 2.
- (b) "Classification" means the identification of a position by reference to a class title and rate of pay.
- (c) "Day Off" means a day on which the employee is not required to perform the duties of his/her position other than (i) holiday; (ii) leave of absence.
- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Employee" means any person employed in a position which falls within the bargaining unit.
- (f) "Employer" means Humber Valley Complex Ltd. in Deer Lake, Newfoundland.
- (g) "Grievance" means a dispute arising out of an interpretation, application, administration or alleged violation of the terms of this Agreement.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (i) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work, but retaining all recall rights in accordance with this Agreement.

- (j) "Leave of Absence" means absence from duty with the permission of the Employer.
- (k) "Notice" means notice in writing which is hand delivered.
- (l) "Overtime" means work performed by an employee in excess of his/her scheduled workday or work week.
- (m) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (n) "Probationary Period" means a period of four hundred eighty (480) working hours from the date of hire.
- (o) "Promotion" means an action which causes the movement of an employee from his/her classification to a classification with a higher pay rate.
- (p) "Schedule" means in writing and posted in an accessible place for all employees.
- (q) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period.
- (r) "Temporary Employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (s) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (t) "Vacancy" means an opening in any Bargaining Unit position that the Employer requires to be filled, which is expected to be for four (4) weeks duration or longer and in respect of which there is no employee eligible for recall.
- (u) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (v) "Year" means the calendar year.

ARTICLE 5 UNION SECURITY

- 5:01 The Employer shall deduct from every employee coming within the Bargaining Unit, the monthly dues of the Union.
- 5:02 Deductions shall be forwarded to the President of the Union not later than the 15th day of each month. The Employer shall forward to the Union with the first dues deduction cheque following the signing of the Agreement, a list which shows the employee's full name, classification title and social insurance number. Each month thereafter a list showing additions and deletions shall be forwarded with the due's deduction cheques.
- 5:03 The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his/her T-4 Statement.
- 5:04 The Union shall inform the Employer of the authorized deduction approved by the Union.
- 5:05 All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hire.
- 5:06 A representative of the Union shall be given the opportunity to interview each new employee for a maximum of fifteen (15) minutes for the purpose of acquainting the employee with the Union and the Collective Agreement. These interviews shall be conducted during regular working hours without loss of pay, provided that such time off does not interfere with the operations of the Employer and does not require staff replacement. The interviews shall be scheduled in advance and may be arranged individually or collectively by the Employer at a mutually agreeable time.
- 5:07 The Employer shall provide a bulletin board for the use of the Union. The site of the bulleting board will be determined by mutual agreement. It is agreed that such a bulleting board will not be erected in areas normally frequented by residents. Articles, circulars, memos, etc. dealing with Union business will only be posted on the designated bulletin board.

ARTICLE 6 NO DISCRIMINATION

- 6:01 The Employer agrees that there shall be no discrimination with respect

to any employee in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, mental and physical disability or marital status, nor by reason of his/her membership or activity in the Union.

ARTICLE 7 NO HARASSMENT

7:01 * The Employer and the Union recognizes the right of all employees to work in an environment free from personal and sexual harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The employer agrees that victims of harassment shall be protected, where possible from the repercussions which may result from a complaint.

The Employer agrees that it will take appropriate steps to deal with an employee who is alleged to have made 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.

ARTICLE 8 GRIEVANCE PROCEDURE.

8:01 The Union shall notify the Employer in writing of the name of each Shop Steward before the Employer shall be required to recognize him/her.

8:02 Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer.

8:03 It is agreed that Shop Stewards will not absent themselves from their work for the purpose of handling grievances without first obtaining permission of the Employer or their representative and permission shall not be unreasonably denied.

8:04 Settling of Grievances

Step 1

The Grievor shall, within fourteen (14) calendar days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward, who shall submit the grievance to the Manager in writing within that time period. The manager shall respond within fourteen (14) calendar days of receiving the grievance.

Step 2

Failing settlement at Step 1, the grievance shall be presented to the Owner/Operator or Designate within fourteen (14) days or after the receipt of the decision in Step 1. A committee Meeting will take place between the Owner/Operator or Designate and the employee and Shop Steward to discuss the grievance. Failing a settlement, the Owner/Operator or Designate shall deliver a written decision within fourteen (14) days of the meeting.

Step 3

Failing settlement at Step 2, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Employer's decision at Step 2. Prior to proceeding to arbitration, the parties may mutually agree to seek a resolution through the mediation process.

- 8:05 The employee may be represented by a full-time representative of the Union at any formal Step of the grievance procedure.
- 8:06 The Union and its representatives 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.
- 8:07 The time limits specified in this Article may be extended in writing by mutual agreement of both parties.
- 8:08 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a Step in the grievance procedure.

ARTICLE 9 ARBITRATION

- 9:01 When party requests that a grievance be submitted to arbitration, the

request shall be in writing to the other party. The request shall suggest a single Arbitrator's name to hear the dispute. This shall be completed within fifteen (15) days of the response in Step 2 of the grievance procedure.

9:02 If the parties cannot agree on an acceptable Arbitrator, either party may request the Minister of Labour to appoint an Arbitrator.

9:03 The Arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the differences or allegations and render a decision within thirty (30) days from the hearing date.

9:04 The decision of the Arbitration shall be final and binding on all parties. The Arbitrator may not alter, modify or amend any provisions of this Agreement. The Arbitrator shall have the right to settle a grievance by any arrangement he/she deems appropriate.

9:05 Each party shall cost share the Arbitrator's fees and expenses on a 50/50 basis.

9:06 The time limits set forth for the grievance and arbitration process may be varied by mutual written agreement of the parties to this Agreement.

9:07 Both parties may, by mutual consent, agree to have the grievance dealt with by an Arbitration Board. In such a case, the provisions of this Article as they relate to a single Arbitrator shall apply to the Arbitration Board.

ARTICLE 10 PROBATION, DISCIPLINE AND PERSONNEL FILES

10:01 (a) Probationary Period

The probationary period shall be four hundred and eighty (480) hours from the date of hire. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.

(b) 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 process.

10:02 Right to be Represented

An employee who is required to attend a meeting with the Employer dealing with discipline, discharge or suspension shall be advised that he/she has the right to be accompanied by a Union Representative.

10:03 * Discipline - Time Limits

The Employer shall notify an employee of any event or complaint giving rise to concerns with respect to his/her employment within five (5) calendar days of becoming aware of the event or complaint. Within a further fourteen (14) calendar days the Employer will investigate the matter and notify the employee, in writing, of any determination of dissatisfaction with his/her employment. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.

10:04 Personnel Files

- (a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of the Employer and to be provided a copy of any document therein.
- (b) In the event that an employee is disciplined, the records of such action shall be removed from the personnel file of the employee fourteen (14) working months following the receipt of such discipline, provided there was no recurrence of a similar incident during that period. It shall be the responsibility of the employee to see that the documents are removed.
- (c) No document shall be used in disciplinary proceedings unless such document has been brought to the attention of the employee.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY COMMITTEE

11:01 It is agreed that a Committee comprised of two (2) Union representatives and two (2) Employer representatives 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.

This Committee shall be set up within thirty (30) days of the signing of this Agreement.

11:02 These meetings shall not supersede the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

ARTICLE 12 SENIORITY

12:01 Seniority Defined

Subject to 12:03, seniority for employees who are in permanent positions as of January 01, 2019, will be based upon their original date of hire. Employees on this list will be assigned a number based upon their original date of hire which will remain in effect, subject to Article 12:03. (See Schedule B).

All remaining employees not on the Schedule B list will have their seniority based upon total hours worked from their original date of hire to January 01, 2019. This list will be used to determine seniority. An updated seniority list based on total hours worked will be posted every six months (January 01 and July 01) of each year.

12:02 Seniority Lists

The Employer shall maintain a seniority list for all employees. An up-to-date seniority list shall be sent to the Union and posted in the work site in January and July of each year. The seniority list for all employees shall show, subject to Article 12:03, date of hire and classification for each employee. Unless challenged within thirty (30) days of posting the list shall be taken as correct.

12:03 * Loss of Seniority

An employee shall lose all seniority and service, and be considered terminated, if he/she:

- (i) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (ii) resigns in writing and is not re-employed within seven (7) days;
- (iii) is absent from work in excess of three (3) working days and has not notified the Employer.
- (iv) fails to return to work from layoff within seven (7) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer;
- (v) is laid off in excess of twelve (12) months;
- (vi) temporary employees who refuse recall, unless through illness or other just cause supported with appropriate documentation;
- (vii) fails to return to work following a leave of absence approved by the Employer.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES13:01 Job Postings

When a vacancy occurs or when a new position is created and the employer intends to fill the vacancy or new position, the Employer shall post notices of the position in accessible places on the Employer's premises for a period of not less than five (5) days. The Employer retains the right to fill any position immediately in an emergency.

13:02 Procedure for Filling Vacancies

- (a) No position shall be filled from outside the Bargaining Unit until all applications of present employees have been fully processed.

- (b) Positions expected to exceed four (4) weeks or longer shall be posted in accordance with Clause 13:01.

13:03 Role of Seniority in Promotions and Staff Changes

If the applicant's qualifications and ability meet the required standards of the position, the seniority shall be the deciding factor in job opportunities. Appointments shall be made within the bargaining unit within four (4) weeks of posting.

13:04 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) days after which the Employer shall confirm the employee's appointment. If the employees prove unsatisfactory in the position, he/she shall be returned to his/her former position. Any other employees shall also be returned to his/her former position. The employee may revert to his/her former position through mutual agreement with the Employer. The parties may mutually agree to extend the time limits for the trial period.

13:05 Layoff and Recall

(a) Layoff

The parties to this Agreement recognize that job security should increase in proportion to length of service. If a layoff should occur, employees shall be laid off in reverse order of their seniority provided the remaining employees are qualified to perform the work required.

(b) Recall

Subject to Article 12:01, when a recall occurs, employees shall be recalled based on seniority using the current seniority list, the more senior person on layoff shall be recalled provided they are qualified to perform the work required.

- (c) All employees who are to be laid off shall receive two (2) weeks notice of layoff. If an employee is not given this notice period provided in this Clause, the employee shall be paid salary and benefits, exclusive of overtime, that he/she would have earned during the notice period.

- (d) It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

13:06 Reduction in Hours of Work

In the event there is going to be a reduction in hours of work, this reduction will be given to the temporary employees and then to the most junior employee, provided those remaining are qualified and able to complete the required work.

ARTICLE 14 HOURS OF WORK

- 14:01 * (a) The normal daily hours of work shall be eight (8) hours and twelve (12) hours per day.
- (b) The normal weekly hours of work shall be forty (40) hours per week.
- * (c) The hours set forth in this Agreement do not constitute a guarantee of hours of work per day or per week. As per Article 3:01, it is within managements right to alter and change the hours of work and shift schedules that best align with its operations.

14:02 Working Schedule

- (a) (i) For employees working twelve (12) hour shifts, the Employer shall endeavour to plan days off in such a manner as to provide each employee every second weekend off or three weekends off in a six-week schedule.
- (ii) For employees working eight (8) hour shifts, the Employer shall plan days off in such a manner as to provide each employee every third weekend off, unless otherwise mutually agreed by mutual consent.
- (b) The Employer shall post a for (4) or six (6) week schedule for all employees, showing the shifts and days off work, one (1) week prior to the start of the schedule. Employees' days off shall not be changed without the employees' consent.
- (c) The Employer shall not change an employee's scheduled shift to another shift that day without the employee's consent.

- (d) There shall be no split shifts.
- (e) An employee may request changes to the schedule before it is posted or within forty-eight (48) hours of its posting.
- (f) Employees may exchange shifts with each other, provided that such changes are at no cost to the Employer and the Employer is given reasonable notice.
- (g) The Employer shall endeavour to schedule two (2) consecutive days off during the work week unless otherwise mutually agreed.

14:03

* Meals and Rest Periods

- (a) An employee shall be permitted three (3) paid fifteen (15) minute rest periods, inclusive in a twelve (12) hour shift, two (2) paid fifteen (15) minute rest periods in a ten (10) hour shift, and two (2) paid fifteen (15) minute rest periods during an eight (8) hour shift to be scheduled by the Employer.
- (b)
 - (i) An employee shall be permitted two (2) thirty (30) minute unpaid meal periods in a twelve (12) hour shift.
 - (ii) An employee shall be permitted one (1) thirty (30) minute unpaid meal period in a ten (10) hour shift.
 - (iii) An employee shall be permitted one (1) sixty (60) minute unpaid meal period in an eight (8) hour shift.
 - (iv) employees shall be allowed to leave the Employer's premises during his/her meal period. If an employee is required to remain on the Employer's premises during his/her meal period, they will be paid the applicable overtime rate.

14:04

Employees shall not be scheduled for less than three (3) hours in any work shift.

ARTICLE 15 OVERTIME

15:01

- (a) All time worked by an employee in excess of twelve (12) hours on a daily basis or eighty (80) hours bi-weekly shall be

considered overtime.

- (b) All time worked by an employee in excess of eight (8) hours per day or eighty hours (80) bi-weekly shall be considered overtime.

15:02 The normal overtime rate shall be pay or time off at the rate of time and one-half (1 ½) the regular hourly rate. The employee has the option to choose pay or time off.

15:03 Sharing of Overtime

- (a) Overtime and call back shall be shared equally among employees who are qualified to perform such work. A list of overtime hours for each employee shall be posted at the beginning of each month.
- (b) Employees who are unavailable or decline overtime shall be considered as having worked the overtime hours for distribution purposes.

15:04 Call Back

An employee who is called back to work outside his/her normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate. Attendance at mandatory staff meetings outside an employee's regular schedule shall be paid at straight time (minimum of 1 hour). Optional staff meetings shall be unpaid.

15:05 Optional Overtime

Overtime is optional and voluntary, except in an emergency.

15:06 Overtime Calculation

All overtime has to be approved by the Employer. Overtime shall be calculated in ten (10) minute units.

15:07 Double Shift

No employee shall be required to work a double shift without his/her consent. Staff shall remain on site until appropriate replacement staff or with approval of the Supervisor.

15:08 Employees who attend training that is paid by the Employer will be

paid at straight time hours.

ARTICLE 16 SHIFT WORK

16:01 Hourly Differential

Employees who work on the night shift shall receive a night shift premium of seventy cents (0.70¢) per hour.

16:02 Rest Between Shifts

There shall be fifteen (15) hours between eight (8) hour shifts and eleven (11) hours between twelve (12) hour shift changes unless otherwise agreed by mutual consent.

16:03 Shift Rotation

All employees must rotate shifts in an equitable manner through the various shifts unless otherwise mutually agreed.

ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

17:01 The rates of pay for all employees covered by this Agreement shall be as set forth in the attached Schedule "A" and shall form part of this Agreement.

17:02 Cheques will be payable on every second Wednesday by noon.

ARTICLE 18 HOLIDAYS

18:01 Holidays

Employees who have been on the payroll for thirty (30) days and who work their scheduled day before and after the holiday, shall receive one (1) day's pay of eight (8) hours for each of these holidays:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Victoria Day
- (iv) Commonwealth Day
- (v) Labour Day

- (vi) Armistice Day
- (vii) Christmas Day
- (viii) Civic Holiday

Employees whose average daily hours in the thirty (30) days prior to the holiday is less than eight (8), shall be paid holiday pay on a pro rata basis.

18:02 Compensation for Working on a Holiday

In addition to the holiday pay as outlined in Clause 18:01, an employee required to work on a holiday shall receive time and one-half (1/ ½) for each hour worked or he/she may elect to take time off at the overtime rate.

18:03 Compensation for Holiday on Scheduled Day Off

The employee shall receive another day off with pay or the employee shall be paid one day's regular pay in lieu.

18:04 Christmas and New Years

Christmas and New Years will be scheduled off on a equal basis from year to year, unless otherwise mutually agreed.

18:05 Statutory holidays for all employees will be banked and paid on the last pay period in November each year.

ARTICLE 19 VACATION WITH PAY

19:01 The Employer agrees to pay vacation as follows:

- (a) After completing 1 year's service (2002 hrs. worked):
 2 weeks 4%
- (b) After completing 6 years service (12,012 hrs. worked):
 3 weeks 6%
- (c) After completing 11 years service (22,022 hrs. worked):
 4 weeks 8%
- (d) After completing 18 years service (36,036 hrs. worked):
 5 weeks 10%

19:02 Schedules of annual vacation shall be posted by April 15th of each year asking employees to apply for desired vacation periods. Employees shall indicate their preference for vacation time by April 30th. By May 15th of each year, the completed vacation list will be posted showing the allotted vacation periods. Such list may only be changed by mutual agreement. Where vacation dates conflict, 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.

19:03 Employees who have not acquired one year of service shall receive pro-rated vacation pay and leave.

19:04 Carry Forward of Vacation

Employees may carry forward to another year any or all of vacation leave entitlement to a maximum of one year.

19:05 Banked vacation pay will be paid by separate cheque at the commencement of the employee's scheduled vacation leave, provided that the employee requests such payment at least fourteen (14) days in advance of the scheduled leave. Any vacation pay that is not paid out during the vacation year in which it is earned, may be carried forward to the following vacation year to a maximum of one (1) year's entitlement. Any vacation entitlement which cannot be carried forward will be paid out at the end of the vacation year.

19:06 Holiday Period/Days Off

Days off as per the working schedule, shall not be counted for vacation purposes.

ARTICLE 20 SICK LEAVE

20:01 Employees are entitled to seventy (70) hours of sick leave per year.

20:02 All employees shall be permitted to use sick leave hours commencing on the first day of each illness, provided that he/she has completed their probationary period.

20:03 Sick leave for new employees shall be on a pro-rata basis in accordance with 20:01.

20:04 An employee shall give at least two (2) hours notice for day shift and four (4) hours notice for night shift, of illness prior to starting his/her shift.

20:05 An employee must provide a Doctor's certificate of illness for three (3) or more consecutive days of illness or upon request. In cases of suspected abuse shown by a pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.

20:06 Employees are entitled to carry over a maximum of seventy (70) hours per year not to exceed one hundred forty (140) hours total accumulation. Sick leave that is unused or not carried over will be paid on the last pay period in November.

20:07 Injury on Duty

An employee who is injured during working hours and is either required to leave for medical treatment or sent home because of such injury shall receive payment for the remainder of the employee's scheduled workday at his/her regular hourly rate. This shall also be reported to Workers' Compensation as per the Workers' Compensation Act.

ARTICLE 21 GENERAL LEAVE

21:01 Union Leave

- (a) Leave without pay shall be provided to two (2) employees who are members of the Union's Negotiating Team.
- (b) Union Officers shall be granted an unpaid leave of absence to attend Union functions provided they obtain permission from Management.
- (c) An employee who is elected or selected for a full time Union position shall be granted a leave of absence without pay or loss of benefits for a period of one (1) year. This leave can be renewed each year upon written request.

21:02 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 mother, father, brother, sister, child, spouse, legal guardian, common-law-spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law or near relative living in the same household, three (3) days with pay.
- (b) In the case of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, two (2) day unpaid.

21:03

Maternity/Paternity/Adoption Leave

- (a) The Employer agrees to grant a leave of absence without pay or loss of seniority for the purpose of Maternity/Paternity/Adoption leave to a maximum of fifty-two (52) weeks. The Employer may grant more leave if so required.
- (b) The employee shall resume his/her former position and salary with increases upon return from leave.
- (c) An employee may return to work after informing the Employer of his/her intention with two (2) weeks notice.
- (d) An employee may be awarded sick leave for illness associated with pregnancy prior to maternity leave.

21:04

Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon a court as a witness in a court proceeding.

21:05

Unpaid Leave

An employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, without loss of seniority, subject to the operational requirements of the Employer's operations. This leave may be extended based upon a request from the employee. The Employer requires two (2) weeks written notice of an employee's intention to return to work from unpaid leave.

ARTICLE 22 HEALTH AND SAFETY

- 22:01 (a) The Employer agrees to accept all relevant legislation as minimum acceptable standards and all employees shall be covered by the Workers' Compensation Act.
- (b) The Employer agrees to accept all relevant legislation as a minimum acceptable standard and agrees to abide by the Province of Newfoundland and Labrador Occupational Health and Safety Act.
- (c) The Employer agrees that all cleaning solutions will be identified in their proper containers as per the Occupational Health and Safety Act.

ARTICLE 23 PROTECTIVE CLOTHING

- 23:01 (a) The employee will be paid one hundred twenty-five dollars (\$125.00) per year to purchase uniform shirts. Employees will be paid one hundred twenty-five dollars (\$125.00) per year to purchase pants. These allowances will be paid on the last pay period in the month of September.
- (b) The Employer agrees to provide surgical gloves, respiratory mouth pieces, rubber gloves for cleaning, aprons, and proper apparel for special cases at no cost to the employee.

ARTICLE 24 LIABILITY PROTECTION

24:01 Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 25 EMPLOYEE BENEFITS

25:01 During the life of this Agreement the Labour Management Committee will jointly investigate the cost/benefit of Pension and Insurance.

25:02 Except for new employees, the Employer will be responsible for the fees related to letters of conduct required by the Employer.

ARTICLE 26 SUCCESSOR RIGHTS

26:01 The Employer agrees that should the Employer sell, leave or otherwise let the business change hands, then Section 93 of the Labour Relations Act shall apply, provided that no Arbitrator applying this Clause shall have any authority to make any award binding upon the current Business Owner.

ARTICLE 27 AMENDMENT TO AGREEMENT

27:01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 28 DURATION

28:01 * This Agreement shall be effective on the 1st day of January 2023, and shall remain in full force and effect up to and including the 31st day of December 2025 and from year to year thereafter unless either party give written notice to renegotiate the Agreement, no less than sixty (60) days prior to the expiry date.

SCHEDULE "A"CLASSIFICATIONS/WAGESClassification List

- 1) Cook
- 2) Personal Care Attendant
- 3) Lead Hand (2 Positions):

\$0.25 per hour extra. The senior qualified employee will be temporarily assigned.

All Classifications Effective:

January 1, 2023	3.0%	\$17.95
January 1, 2024	2.25%	\$18.36
January 1, 2025	2.25%	\$18.77

Increases shall be retroactive to January 1, 2023.

*

SCHEDULE "B"Seniority List for Full Time Employees as of March 1, 2023

<u>#</u>	<u>Name</u>	<u>Seniority Date</u>	<u>Status</u>	<u>Classification</u>
1	Reid, Donna	10/01/1995	Full	Lead Hand
2	Easton, Marion	10/06/1996	Full	Lead Hand
3	Pinksen, Dawn	01/24/2007	Full	PCA
4	Osmond, Lisa	08/22/2009	Full	PCA
5	Young, Georgina	09/11/2012	Full	PCA
6	Clouter, Maxine	09/10/2014	Full	PCA
7	Osmond, Vanessa	05/16/2015	Full	PCA/LH/Cook
8	Jacobs, Clara	03/02/2016	Full	PCA
9	Murphy, Jayme	08/14/2017	Full	PCA
10	Wicks, Stephanie	05/30/2018	Full	PCA
11	Laite, Delia	07/09/2018	Full	PCA
12	Fudge, Brenda	10/15/2018	Full	PCA
13	Goulding, Lori	12/7/2018	Full	Cook
14	Anderson, Marilyn	02/02/2019	Full	
15	Parrill, Ruby	08/26/2019	Full	Cook
16	Young, Nicole	04/02/2020	Full	PCA
17	Bennett, Neila	03/21/2020	Full	PCA
18	Burton, Jasmine	10/05/2021	Full	PCA
19	Kinsella, Tanisha	09/07/2021	Full	PCA
20	Stacey, Joanne	12/05/2021	Full	Cook
21	Macaskill, Bonnie	05/15/2022	Full	PCA
22	Chevez, Melissa	11/30/2022	Full	Cook

*

LETTER OF UNDERSTANDTemporary Call In Seniority List as of March 1, 2023

<u>#</u>	<u>Name</u>	<u>Seniority Date</u>	<u>Status</u>	<u>Classification</u>
1	Lavin, Donna	05/14/2020	Casual	PCA
2	Pye, Fawn	11/01/2021	Casual	PCA
3	Burt, Rachel	04/23/2022	Casual	PCA
4	Halfyard, Roxanne	07/07/2021	Casual	PCA
5	Leonard, Michelle	07/06/2022	Casual	PCA
6	Parrill-Genge, Belle	07/25/2022	Casual	PCA
7	Curtis, Stephanie	08/14/2022	Casual	PCA
8	Andres, Ryan	10/03/2022	Casual	PCA
9	Abbott, Meghan	10/03/2022	Casual	Cook
10	Andres, Raquel	10/14/2022	Casuai	PCA
11	Seward, Brianna	02/07/2022	Casual	PCA

SIGNED this 3 day of April, 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 COMPLEX LTD. (DEER LAKE MANOR):

Lynn Compton
Jodya Hancock

Al Parker
WITNESS

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

Jerry Ewell
Archie Parsons
[Signature]

Dawn Puntson
Lisa Osmond

Sherry Bate
WITNESS