



COLLECTIVE AGREEMENT

BETWEEN

SALVATION ARMY WISEMAN CENTRE

AND

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

Effective: April 1, 2022

Expiry: March 31, 2026

THIS AGREEMENT made the 25th day of May Anno Domini, Two Thousand and Twenty-three;

BETWEEN

SALVATION ARMY WISEMAN CENTRE

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

Table of Contents

ARTICLE 1	PREAMBLE	1
ARTICLE 2	MANAGEMENT RIGHTS.....	1
ARTICLE 3	DEFINITIONS	1
ARTICLE 4	RECOGNITION.....	3
ARTICLE 5	NO DISCRIMINATION.....	5
ARTICLE 6	UNION SECURITY	5
ARTICLE 7	CHECK OFF OF UNION DUES.....	5
ARTICLE 8	THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES.....	6
ARTICLE 9	CORRESPONDENCE	6
ARTICLE 10	LABOUR MANAGEMENT COMMITTEE.....	7
ARTICLE 11	STATE OF EMERGENCY DUE TO WEATHER CONDITIONS	8
ARTICLE 12	GRIEVANCE PROCEDURE.....	8
ARTICLE 13	ARBITRATION	11
ARTICLE 14	PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE	13
ARTICLE 15	SENIORITY	16
ARTICLE 16	PROMOTIONS AND STAFF CHANGES.....	18
ARTICLE 17	LAYOFF AND RECALL	21
ARTICLE 18	HOURS OF WORK AND WORK SCHEDULE	23
ARTICLE 19	OVERTIME.....	25
ARTICLE 20	SHIFT WORK.....	28
ARTICLE 21	HOLIDAYS	29
ARTICLE 22	VACATIONS.....	32
ARTICLE 23	SICK LEAVE.....	35
ARTICLE 24	LEAVE OF ABSENCE	37
ARTICLE 25	PAYMENT OF WAGES AND ALLOWANCES.....	45
ARTICLE 26	EMPLOYEE BENEFITS	47
ARTICLE 27	TECHNOLOGICAL CHANGE.....	48
ARTICLE 28	CONTRACTING OUT.....	49
ARTICLE 29	SEVERANCE PAY	50
ARTICLE 30	GENERAL CONDITIONS	50
ARTICLE 31	PERSONAL LOSS	52
ARTICLE 32	DURATION OF AGREEMENT	53

ARTICLE 33	SEXUAL AND PERSONAL HARASSMENT.....	53
ARTICLE 34	OCCUPATIONAL HEALTH AND SAFETY.....	54
APPENDIX "A"	- SALARIES/CLASSIFICATIONS	54
LETTERS / MEMORANDUMS OF UNDERSTANDING	55
SIGNING PAGE.....	69

ARTICLE 1 PREAMBLE

- 1:01 The purpose of this Agreement is to best realize the Mission of The Salvation Army, Wiseman Centre, that is to provide the best possible temporary shelter and assistance to clients in finding suitable housing and assistance in becoming part of the community. This Agreement will help maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 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 policy.

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Salvation Army Wiseman Centre under its control 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 being in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedures.

ARTICLE 3 DEFINITIONS

- 3:01 (a) "Bargaining Unit" means the bargaining unit as set out in the Certification Order of the Labour Relations Board.
- (b) "Executive Director" - The Chief Executive Officer of the Salvation Army Wiseman Centre, St. John's.
- (c) "Classification" means the identification of a position by reference to a position title.

- (d) "Day Off" means a day on which the employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday
 - (ii) a calendar day on which the employee is on leave of absence.
- (e) "Day" means a working day unless otherwise stipulated in this agreement.
- (f) "Demotion" - means an action which causes the movement of an employee from their existing position to a position carrying a lower rate of pay.
- (g) "Employee(s)" - an employee means any person employed in a position which falls within the bargaining unit.
- (h) "Employer" means The Salvation Army Wiseman Centre.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement
- (j) "Wiseman Centre" means the facility/institution operated by The Salvation Army 714 Water Street, St. John's, NL (Permanent Location Summer 2007).
- (k) "Layoff" means the cessation 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 17. Permanent employees who have a reduction of their hours of work shall have access to the layoff provision of Clause 17:01.
- (l) "Leave of Absence" means absence from duty with the permission of the Employer.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (n) "Part-time employee" means a permanent employee 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 a week. A letter of appointment shall be given to the employee within two (2) weeks from the date of hire confirming their status.

- (o) "Permanent employee" means an employee who has completed their probationary period and is employed on a full time or part-time basis without reference to any specific date of termination.
- (p) "Promotion" means an action which causes the movement of an employee from their existing position to a position carrying a higher rate of pay.
- (q) "Reclassification" means any change in the current classification of an existing position.
- (r) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of wages from the Employer and includes periods of unpaid leave as may be specified in the Agreement.
- (s) "Temporary employee" means an employee who is employed for a specific period or for the purposes of performing specific work and who may be laid off at the end of such period or following completion of such work.
- (t) "Vacancy" means an opening which is either permanent or temporary in nature (for more than thirteen (13) continuous weeks as outlined in clause 16:03).
- (u) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (v) "Year" means the calendar year unless otherwise provided.
- (w) "Scheduled" means posted in an accessible place for employees to see.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the following classes of employees:

Community Service Worker
Property Service Worker
Building Maintenance Worker
Supportive Housing Worker
Client Support Worker

Liaison Worker
Cook

4:02 Work of the Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs 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, provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
- (b) Notwithstanding clause 4:02(a), the parties agree that no employee, including an employee on layoff status, 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) residents; (3) working under the scope of Provincial or Federal funded grants or projects; (4) working on projects funded by charitable organizations; (5) working as on-the-job trainees from a totally publicly funded institution; and (6) persons working either while on probation or parole as a condition of the courts to do community work.

4:03 Full Time, Temporary and Part-time Employees

Employees shall only be hired as permanent full time, permanent part-time or temporary.

4:04 No Other Agreement

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

4:05 Union Access

- (a) Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Union on all matters relating to Employer-employee relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their supervisor, and such permission will not be unreasonably withheld.

- (b) Permission to hold meetings on the premises shall in each case be obtained from the Executive Director and such meetings shall not interfere with the operation of the Employer.

4:06 New Classifications

When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

4:07 Employee Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to their Employer.

ARTICLE 5 NO DISCRIMINATION

- 5:01 The Employer, Union and employees agree that all employees are entitled to a workplace in which no discrimination is exercised or practised by reason of any of the prohibited grounds listed in the Newfoundland and Labrador Human Rights Code or by membership or activity in the Union.

ARTICLE 6 UNION SECURITY

6:01 Membership Requirement

All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and by-laws of the Union. All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hire.

ARTICLE 7 CHECK OFF OF UNION DUES

7:01 Check-Off Payments

The Employer shall deduct from every employee coming within the Bargaining Unit the monthly dues of the Union. The Union shall inform the Employer of the authorized deductions to be made. These deductions shall be forwarded to the President of the Union not later than the 15th day

of the month. The Employer will forward to the Union with the first dues deduction cheque following the signing of this Agreement, a list which shows the employee's full name, classification title and social insurance number. Each month thereafter the Employer will send to the Union President a list showing the additions and deletions of employees with the dues deduction cheque. The amount of membership dues paid by each employee during the previous taxation year will be recorded on the employee's T4 statement.

ARTICLE 8 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

8:01 Acquaint New Employees

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

8:02 Interviewing Opportunity

A representative of the Union 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 Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement.

8:03 Confirmation of Employee's Status

An employee, when originally hired, will be given a letter of appointment which shall state their type of employment status, e.g. permanent (full-time or part-time) employee or temporary employee.

ARTICLE 9 CORRESPONDENCE

9:01 All correspondence between the parties arising out of this Agreement or incidental hereto, shall pass to and from the Executive Director, the President of the Union, and the Local President.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

10:02 Function of Committee

The committee shall concern itself with the following general matters:

- (i) Promoting safety and sanitary practices;
- (ii) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (iii) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

The committee shall meet at least quarterly, at a mutually agreeable time and place. The quarterly meeting may be canceled or rescheduled by mutual consent. The committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

10:04 Chairperson of the Meeting

The meeting of the committee shall be chaired alternately by local representatives of the Union and the Employer.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice-Chairperson shall each receive two (2) copies of the minutes within five (5) days following the meeting.

10:06 Jurisdiction of Committee

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

10:07 Labour Management Committee

The Executive Director and the Local President will endeavour to attend the Labour Management Committee meetings.

ARTICLE 11 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

- (a) When an employee, through no fault of their own, is unable to report for work as a result of adverse weather, they shall be allowed the opportunity to proceed on annual leave or time owed provided they have such leave or time to their credit.
- (b) When an employee through no fault of their own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits.
- (c) When an employee is required to work, and due to adverse weather their regular public transportation is not available, the Employer will attempt to arrange transportation to and from the Wiseman Centre. If the Employer's attempts fail, 11.01 (a) and (b) would apply.

ARTICLE 12 GRIEVANCE PROCEDURE

12:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

12:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of

grievance, the Employer acknowledges the rights and duties of the Union stewards to assist any employee in preparing and presenting their grievance in accordance with the grievance procedure. If at all possible, this assistance shall be provided after hours.

12:03

Shop Steward

The Employer recognizes the right of the Union to appoint or elect two (2) Shop Stewards. The Union shall notify the Employer, in writing, of the name of the Shop Steward before the Employer shall be required to recognize them and the Shop Steward shall suffer no loss in pay for the time spent in processing grievances and attending meetings with the Employer. The Shop Steward or Local President shall not absent themselves from their work area, for the purpose of handling grievances, without first obtaining permission from the Executive Director and such permission will not be unreasonably withheld. The Local President shall have the same rights as the elected Shop Steward. If at all possible, this assistance shall be provided after hours.

12:04

Settling of Grievances

An employee who believes they may have a grievance may first discuss the issue with their supervisor prior to initiating a grievance. If the employee is not satisfied with the supervisor's response, they shall initiate the grievance process. An earnest effort shall be made by both parties to resolve the grievance at each Step of the Grievance Procedure outlined below:

Step 1

An employee who believes they had a grievance shall, with the assistance of a Shop Steward or Union representative, submit their grievance in writing within ten (10) calendar days of the occurrence or discovery of the grievance. The grievance shall be submitted to the Executive Director or the designate in their absence.

The grievance shall outline the details of the nature of the grievance. A meeting shall take place at which time an earnest effort shall be made by the parties to settle the grievance. A written response shall be provided within ten (10) calendar days of receipt of the grievance.

Step 2

Failing satisfactory settlement being reached in Step 1, the Shop Steward, within five (5) days, submit the grievance in writing to the Executive Director. Within ten (10) days of receipt of the grievance, the Executive Director shall render their decision in writing outlining their reasons for the decision.

Step 3

Failing settlement being reached in Step 2, either party may refer the grievance to arbitration within fifteen (15) calendar days of the Executive Director or designates decision in Step 2.

12:05 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a policy grievance.

12:06 Union May Originate Grievances

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.

12:07 Replies in Writing

Replies to grievances stating reasons shall be in writing at all steps.

12:08 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

12:09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 32:02 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

12:10 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error, or by the inadvertent omission of a step in the grievance procedure.

12:11 Time Limits

When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the grievance procedure time limits.

ARTICLE 13 ARBITRATION

13:01 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 thirty (30) 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.

13:02 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 thirty (30) calendar days of their appointment, the appointment shall be made by the Minister of Employment and Labour Relations upon the request of either party.

13:03 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 sixty (60) calendar days from the arbitration hearing.

13:04 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.

13:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may, within fourteen (14) calendar days of the Board's decision, apply

to the chairperson of the Board of Arbitration to reconvene the board to clarify the decision.

13:06 Expenses of the Board

Each party shall pay:

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

13:07 Amending of Time Limits

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

13:08 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.

13:09 Sole Arbitrator

The parties may mutually agree to the substitution of a sole arbitrator for an arbitration board, in which event the foregoing provisions of clauses 13:03, 13:04, 13:05, 13:06(ii) and the provisions of clause 14:03 shall apply equally to a sole arbitrator where reference is made to an arbitration board.

13:10 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.

13:11 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure. If at all possible this assistance shall be provided after hours.

13:12 Discharge Arbitration

- (a) 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.
- (b) A grievance referred to arbitration at Step II of 12:04 shall be scheduled and commence hearing within sixty (60) calendar days of the date of such referral.

13:13 Discipline Arbitration

A grievance referred to arbitration at Step II of Article 12:04 pertaining to discipline shall be scheduled and commence hearing within one hundred and twenty (120) calendar days of the date of such referral.

13:14 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties retain access to the complete arbitration process as described in Article 12 of the Agreement where either party does not agree to mediation.

ARTICLE 14 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

14:01 (a) Probationary Period

The probationary period, for all employees, shall be an accumulation of 480 hours of work from the date of employment. For the purpose of this clause, time off with pay, approved by the Employer, shall be considered as time worked.

14:02 (a) May Omit Grievance Step 1

An employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to submit a grievance to the Executive Director within seven (7) calendar days after the employee was notified of the suspension or discharge.

14:03 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.

14:04 Warnings

- (a) Whenever the Employer deems it necessary to warn an employee, in a manner indicating that dismissal or suspension 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 warning to the employee involved. Where the employee is absent from work beyond the seven (7) calendar day period, such warning shall be given to the employee upon the day of their return. If such procedure is not followed, such action shall be deemed null and void.
- (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.

14:05 Adverse Report

The Employer shall notify an employee, in writing, of any dissatisfaction concerning their work within seven (7) calendar days of the occurrence or receipt of a complaint. 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 a part of their record for use against them at any time.

The report of an employee shall not be used against them after fifteen (15) calendar months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of their record.

This clause shall apply in respect to any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer. All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after fifteen (15) calendar months. The employee shall be responsible to see that any such documents are removed.

14:06 Personal Files

There shall be one (1) official recognized personal file and this file shall be maintained in the Wiseman Centre. An employee shall, at any reasonable time, be allowed to inspect their personal file in the presence of the Executive Director or designate and may be accompanied by a representative of the Union if they so desires.

14:07 Access to the Grievance Procedure

All dismissals, suspensions, and other disciplinary action shall be subject to the grievance procedure as outlined in Article 12.

14:08 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 12. Performance evaluations shall not be considered an adverse report.

14:09 Right to be Represented

An employee who is required to attend a meeting with Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that they have a right to be accompanied by a Union representative.

14:10 Justice and Dignity Provision

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.

ARTICLE 15 SENIORITY

- 15:01 (a) Subject to clauses 15:01 (b) and 15:03, seniority is defined as the length of service (excluding overtime) with the Employer in a bargaining unit position and subject to clause 15:04, or any other appropriate clause, shall date from the last entry into employment with the Employer. Seniority shall be based on hours worked, except overtime hours, for all employees. Except as provided in specific clauses, employees shall also continue to accumulate seniority while on unpaid leave, provided the employee would not have been laid off during the unpaid leave.

The crediting of seniority for the employee on unpaid leave shall be based on the hours they would have worked had the employee not been on unpaid leave. The actual calculation shall be the hours worked by the next senior temporary employee.

Seniority shall operate on a bargaining unit basis, except for temporary employees who shall always be considered junior to permanent employees except for the purpose of promotions and transfers as per clause 16:04.

- (b) Seniority for Employees Placed Back into the Bargaining Unit

An employee whose position is outside the bargaining unit and whose position is negotiated into the bargaining unit by the parties or whose position is included in the bargaining unit by the Labour Relations Board, shall be given seniority equivalent to the employee's length of service with the Employer (either inside or outside the bargaining unit) (excluding overtime) as long as they remain in the same classification. Should the employee apply for another position within the bargaining unit, the seniority of that employee shall commence from the date that the employee was included in the bargaining unit. Should the employee be subjected to layoff, they would only have seniority from the date that they were included in the bargaining unit.

- 15:02 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the hours of seniority earned by the employee in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15:03 Probation for Newly Hired Employees

Newly hired employees shall be on probation for the period as indicated in Clause 14:01 (a) and subject to Clauses 14:01 (c) and 15:01 (a), shall be entitled to all rights and benefits of this Agreement; once the probationary period is completed, seniority shall be effective from the original date of employment.

15:04 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, and does not withdraw their letter of resignation within five (5) calendar days of its submission.
- (c) they are absent from work in excess of five (5) working days without the approval of the Executive Director unless absent for just cause.
- (d) they fail to return to work from layoff within ten (10) calendar days of being notified to do so, except when failure is caused by sickness verified by a doctor's certificate or by other just cause. An employee, who is recalled for temporary employment, at a time when they have employment elsewhere 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 shorter recall period. Upon receipt of the recall notice, the employee shall, within two (2) calendar days, notify the Executive Director whether or not they will return to work. Failure to notify the Executive Director shall result in loss of seniority.
- (e) they are laid off for a period longer than twenty-four (24) calendar months.
- (f) they are a temporary employee who refuses recall for a position which they are qualified unless for just cause.

15:05 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.

15:06 Entry into Permanent Employment by Temporary Employees

Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with Clause 16.05. If the employee successfully completes their trial period, they shall be given credit for all seniority accumulated while employed as a temporary employee.

15:07 Permanent Part-Timers

Permanent part-time employees on leave as per Clauses 24:06, 24:08, 24:10, 24:11 or any approved leave, will be credited seniority.

For the purposes of Maternity Leave/Adoption Leave/Parental Leave, seniority hours will be credited based on the average hours worked in the thirteen (13) pay periods prior to the last day worked.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16:01 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. Copies of all postings are to be supplied concurrently to the Local President

16:02 Information on Postings

Notices of new positions or vacancies inside the bargaining unit shall contain the following: title of position; qualifications; required knowledge and education; skills; wage rate; and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All postings shall state, "This position is open to male and female applicants".

16:03 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 position is expected to exceed a period of thirteen (13) continuous weeks, or where a position exceeds thirteen (13) continuous weeks, such a position shall be posted in accordance with clause 16:01.

16:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a total seniority basis, whether seniority is temporary or permanent, for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

16:05 Trial Period

The successful applicant shall be placed on trial for a period of three hundred and twenty (320) working hours (excluding overtime hours). Conditional on satisfactory service, the Employer shall confirm the employee's appointment after this period. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee requests to be returned to their former position, they shall return to their former position, wage rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage 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.

16:06 Notification of Successful Applicant

Within five (5) days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each application and a copy posted on the bulletin board provided for Union notices.

16:07 On the Job Training

The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

16:08 Training Courses

The Employer shall bulletin all in-service training courses for a period of not less than ten (10) days. The bulletin shall contain the name and dates of the courses and where further information can be obtained. In the process of selection from those applicants who are members of the bargaining unit, seniority shall prevail, provided that the senior applicant meets the required qualifications for admission to the course.

16:09 Pay During Upgrading

When an employee wishes to upgrade themselves through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

16:10 Changes in Pay on Promotion

Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter of appointment.

16:11 Permanent Employees to Temporary Positions

(a) Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with Clause 16.03 (b) shall revert to their former position upon completion of the temporary work. The Employer shall notify the employee of its decision before the permanent employee commences the temporary work and such approval shall not be unreasonably denied. Such employee shall maintain their permanent

status.

- (b) Subject to the approval of the Employer, a permanent employee who wishes to change their status from a permanent employee to a temporary employee shall be placed on the temporary seniority list based on the actual seniority. Such employees shall forfeit their permanent positions.

ARTICLE 17 LAYOFF AND RECALL

17:01 Notice of Layoff

Unless legislation is more favourable to the employees, 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 been hired for a specific period of time, they may be laid off at the end of such period without additional notice. For temporary employees who are being laid off before the end of their period of employment, they shall be notified fourteen (14) calendar days prior to the date of layoff. If an employee has not had the opportunity to work the days as provided herein, they shall be paid for the days for which work was not made available.

17:02 Layoff and Recall Procedure

- (a) Subject to Clauses 17:02 (b), 17:02 (c), both parties recognize that job security should increase in proportion to the length of service. Where the Employer determines that a layoff is necessary:
 - (i) permanent employees shall be laid off in reverse order of their seniority provided that those permanent employees being retained are qualified to do the work required. Permanent employees shall be recalled in order of their seniority providing they are qualified to do the work; and,
 - (ii) temporary employees shall be laid off in reverse order of seniority provided those temporary employees being retained are qualified to do the work required. Temporary employees shall be recalled in order of their seniority provided they are qualified to do the work.
 - (iii) temporary employees shall be considered junior to any permanent employee.

- (b) Any permanent employee who is given notice of layoff can either accept layoff or displace a permanent full-time, part-time or temporary employee, provided that the employee being displaced is less senior and that they are qualified to perform the work required. A permanent employee who displaces a temporary employee shall maintain their permanent status and be placed on the top of the temporary seniority list. A permanent employee who displaces into a lower paying position shall maintain their rate of pay and be "red circled" until a permanent position becomes available for which they are qualified.
- (c) It is the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (d) Employees being recalled to a position with lower pay than last employed in and who refuses to work shall not lose their seniority.

17:03

No New Employees

- (a) Subject to Clause 17:03 (b), no employee shall be hired until employees who are on layoff status or under notice of layoff have been given an opportunity of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.
- (b) Clause 17:03 (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.

17:04

Return to Former Classification

A permanent employee who changes their classification as a result of layoff shall have the opportunity within two (2) years 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.

17:05

Separation Slips

Employees who are laid off shall be issued separation slips within five (5) days from their last day of work.

17:06 Permanent Employee Reduction in Hours of Work

Permanent employees who have a reduction in their hours of work shall have access to the layoff provisions of Clause 17.03.

ARTICLE 18 HOURS OF WORK AND WORK SCHEDULE

- 18:01 (a) The normal hours of work shall be an average of eighty (80) hours biweekly.
- (b) (i) Part-time employees shall not be scheduled by the Employer for less than four (4) hours.
- (ii) Part-time employees will advise the Employer in writing of their desire to work additional hours up to full-time equivalent hours. These part-time employees shall be placed on the temporary recall list and recalled in accordance with seniority for those additional shifts.
- (iii) Part-time employees will have the option of advising the Employer in writing of their desire to work additional hours by May 15th to become effective June 1st or by December 15th to become effective January 1st. Newly hired or appointed permanent part-time employees may advise the Employer within fifteen (15) days of attaining their position.
- (c) Employees who work less than eighty (80) hours biweekly, yet are considered permanent full-time, at the date of signing of this first agreement, shall be identified and subject to clause 17:06, their scheduled number of hours per week shall remain the same unless mutually agreed between the Executive Director and the Union.

18:02 Working Schedule

- (a) (i) Eight Hour Shifts
Days off shall be planned in such a way as to distribute weekends off so that employees shall receive every third weekend off.
- (ii) Twelve Hour Shifts
Employees shall receive a minimum of two (2) weekends off out of every four (4) weekends and the Employer shall endeavour to grant every second weekend off, unless

otherwise agreed between the employee and the Executive Director.

- (b) There shall be no split shifts except where it is necessary for the senior casual to complete their eighty (80) hours in a two week pay period.
- (c) The working schedule of each employee, showing the shifts and day(s) off work, shall be posted in an appropriate place at least one (1) week in advance.

When an employee's day(s) off are changed without having been given at least twelve (12) hours prior notice of having to work on their day(s) off, he shall be paid double their regular hourly rates for each hour worked on the scheduled day(s) off.

(d) Change of Shift

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

- (a) Twelve (12) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;
- (b) Twelve (12) hours' notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with the clause, the employee shall be paid at the rate of 1 ½ their regularly 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.

(e) Part-timers

Part time employees will advise the Employer in writing of their desire to work additional hours on their weekends off but shall have the right to refuse such recall.

18:03 Rest Periods

(a) Eight Hour Shifts

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift.

(b) Twelve Hour Shifts

An employee shall be permitted a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal period and a rest period may be combined by mutual agreement between the employee and their supervisor.

18:04 Days Off

(a) Days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where mutually agreed between the employee and the Executive Director.

(b) Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner, however, an employee may waive this right and in such case, the Employer will make every reasonable effort to accommodate the employee's preference to work evenings or nights on a permanent basis.

18:05 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same position provided that the Executive Director is notified and approves the change in shift.

ARTICLE 19 OVERTIME

19:01 (a) Full-Time Employee

Subject to clause 19:02, all time worked by a full time employee before or after their regularly scheduled daily hours or in excess of an average of 80 hours biweekly shall be considered overtime.

(b) Part-Time Employee

All time worked by a part-time employee in excess of equivalent full-time hours on a daily or an average of eighty (80) hours biweekly shall be considered overtime.

(c) Temporary Employees

All time worked by a temporary employee beyond the normal full time daily or in excess of an average of eighty (80) hours biweekly, depending on the work area where the temporary employee is recalled/scheduled to work, shall be considered overtime.

(d) Approval of Overtime

All overtime is subject to the prior approval of the Executive Director.

19:02 Normal Overtime Rate

The normal overtime rate shall be pay or time off at the rate of time and one half. Subject to Clause 18:01 (c), employees who work less than forty (40) hours per week, yet are considered permanent, full-time, shall not be paid the applicable overtime until they have exceeded eighty (80) hours bi-weekly.

19:03 Compensation for Work on Paid Holidays Not Regularly Scheduled

For hours worked on a holiday when the employee was not regularly scheduled to work, they shall be paid in addition the normal day's pay at the rate of time and one half (1 ½) their regular hourly rate.

19:04 No Layoff to Compensate for Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

19:05 Calculating of Overtime Rates

An employee who is absent on approved time off during their scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.

19:06 Sharing of Overtime

Overtime shall be divided equally among employees with the same classification within a calendar year. The Employer shall record all overtime worked by each employee.

- (a) An employee shall not be considered to have had an overtime opportunity when they are unavailable due to:
 - i) Sick Leave
 - ii) Vacation
 - iii) Workers' Compensation
 - iv) Already at work at the time
 - v) Failure to contact employee for overtime request.
- (b) Employees will be initially recalled in order of seniority. Once the seniority list is exhausted employees will be recalled based on the number of recorded overtime hours with the employee having the least hours being first called.

19:07 Double Shift

An employee shall not be required to work a double shift without their consent.

19:08 Callback Pay Rate

- (a) A full-time permanent employee who has left their place of work and is subsequently recalled to work, outside their normal working hours to work less than a full shift shall be paid a minimum of three (3) hours at the applicable overtime rate.

- (b) Rest After Callback

In cases where an employee is required to work on a callback beyond 0200 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period without loss of pay before commencing their regular scheduled shift.

19:09 Consecutive Work Premium

(a) Eight Hour Shifts

All work performed on the eighth (8th) day and subsequent consecutive days of work shall be paid for at the rate of double (2) time. This Clause shall not apply to those consecutive days of work in excess of seven (7) days worked at the request of the employee..

(b) 12 Hour Shifts

All work performed on the fourth consecutive day or the fourth consecutive night shift shall be paid at the rate of time and one half and double time for the fifth and subsequent shifts. This clause shall not apply to the consecutive shifts worked in excess of three consecutive shifts worked at the request of the employee.

19:10 Time Off in Lieu of Overtime

Instead of cash payment of 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 the Executive Director. The employee's decision to receive time off must be conveyed to the Executive Director, in writing, within seventy-two (72) hours of the conclusion of the overtime.

19:11 Overtime Calculation

Subject to clause 19:01 (d), overtime shall be calculated in fifteen (15) minute units.

ARTICLE 20 SHIFT WORK

20:01 Rest Between Change of Shifts

(a) Eight Hour Shifts

There shall be at least sixteen (16) hours between change of shifts unless otherwise agreed to by mutual consent between the employee and the Executive Director.

(b) Twelve Hour Shifts

There shall be at least twelve (12) hours between shifts unless otherwise agreed between the employee and the Executive Director.

20:02 Temporary Employees

Temporary employees shall not be scheduled to work less than the hours of the permanent employee for which they are replacing.

In the event a regular scheduled employee cannot complete his shift, a temporary employee shall be recalled to complete the hours required, however shall not be paid for less than four (4) hours.

ARTICLE 21 HOLIDAYS

21:01 Holidays

The following paid holidays will be granted to an employee, provided the employee works their regular scheduled shift immediately preceding and following such a holiday, except where the employee is absent due to illness or for other reasons approved by the Employer:

- | | |
|-------------------------------|----------------------|
| (a) New Year's Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Memorial Day (Canada Day) | (k) Boxing Day |
| (f) Regatta Day | |

With the approval of the Executive Director, employees shall be allowed to accumulate up to five (5) paid holidays to be taken with their annual vacation

21:02 Compensation for Holidays Falling on Saturday and Sunday

When any of the holidays, referred to in Clause 21:01, falls on a Saturday or a Sunday and is not proclaimed by the Employer as being observed on some other day, employees shall observe the day proclaimed as the holiday by the Employer for the calculation of benefits under Article 21 - Holidays.

21:03 Scheduled Work on a Holiday

In addition to the holiday pay outlined in Clause 21:01, when an employee is required to work on a holiday as outlined in Clause 21:01, they shall be

paid at the rate of one and one half (1 ½) for each hour worked, or they may elect to take time off on the basis of one and one half (1 ½) for each hour worked, at the request of the employee and at a time to be mutually agreed by the employee and the Executive Director. The employee's decision to receive time off must be conveyed to the Executive Director, in writing, within seventy-two (72) hours of working on the holiday.

21:04 Compensation for Holiday Falling on Scheduled Day Off

When any of the holidays outlined in Clause 21:01 falls on an employee's day off, the employee shall receive another day off with pay to be scheduled at a time to be mutually agreed between the employee and the Executive Director.

21:05 Compensation for Work Performed on a Holiday Falling on Scheduled Day Off

When a holiday as outlined in Clause 21:01, 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 the pay for the holiday or they may elect to take the time off on the basis of two (2) hours off for each hour worked in addition to the pay for the holiday. The employee's decision to receive time off for working on the holiday must be conveyed to the Executive Director within seventy-two (72) hours of working on the holiday.

21:06 Christmas and New Year

An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall have 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 shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and the Executive Director.

The Employer shall endeavour to have an employee who works Christmas of one (1) year, off Christmas of the following year and shall endeavour to have an employee who works New Year's one (1) year, off New Year's of the following year unless mutually agreed between the employee and the Executive Director.

21:07 Holiday During Sick Leave

If an employee is sick on the day that the holiday, as outlined in Clause 21:01, is designated, the employee shall be considered as being on the holiday and there shall be no deduction from the employee's sick leave.

21:08 No Payment for Holidays While on Layoff

Holidays, as outlined in clause 21:01, shall not be paid to an employee if the holiday occurs while the employee is on layoff status. No employee will be laid off for the purpose of avoiding payment of a holiday.

21:09 No Payment for Holidays While on Leave of Absence Without Pay

No payment shall be paid for a holiday, as outlined in Clause 21:01, while an employee is on a leave of absence without pay.

21:10 * 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 the statutory holidays outlined in Clause 21.01 of the Collective Agreement. The Employer will endeavor 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 in which a religious observation is held or a day that celebrates the culture of a particular nation or people.*

The employee shall inform the Employer of their choice(s), in writing, prior to November 15th 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 will be issued in its place, 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 15th 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 15th 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 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 a statutory holiday; all such benefits will have transferred to the designated replacement day(s).

ARTICLE 22 VACATIONS

22:01 Length of Vacation

- (a) A permanent full-time employee shall receive vacation with pay in accordance with their years with the Wiseman Centre as follows:
 - (i) After completing one (1) calendar year, three (3) weeks;
 - (ii) After completing ten (10) calendar years, four (4) weeks;
 - (iii) After completing twenty (20) calendar years, five (5) weeks;
 - (iv) After completing twenty-five (25) calendar years, six (6) weeks.
- (b) A permanent employee who has not completed a calendar year shall be entitled to the benefits of Clause 22:01 (a) on a prorated basis, based on the hours they worked.

- (c) A temporary employee who does not complete a calendar year shall receive six (6) percent of their wages at the end of their employment or the calendar year, whichever occurs first.

22:02 Compensation For Holidays Falling Within Vacation Schedule

If a holiday, as outlined in Clause 21:01, 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 between the employee and the Executive Director.

22:03 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.

22:04 Vacation Pay on Termination

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 is not given, payment will be made at the earliest possible date, but in any event, no later than the second payday following the date of termination.

22:05 Selection of Vacation Dates

- (a) Employees, in consultation with the Executive Director, shall determine the method of selecting vacation dates. In the event that the 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.
- (b) All requests for annual leave requires the approval of the Executive Director.

22:06 Vacation Schedule

Vacation schedules shall be posted by May 1 of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

Vacations shall commence immediately following an employee's regularly scheduled days off.

22:07 Overtime Vacation Rate

When an employee is required to work during their vacation, they shall receive pay at the rate of double (2) time. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

The Employer will make every reasonable effort not to require the employee to return to work from their annual leave.

22:08 Substitution for Vacation

(a) An employee who qualified for sick leave under Article 23 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 certificate stating the total period during which they 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 their 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 Clauses 22.08 (a), 22.08 (b) and 22.08 (c) shall be reinstated for use at a later date to be mutually agreed.

22:09 Accumulation of Vacation Leave While on Sick Leave, Etc.

Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave. For the purpose of Clause 22.09, the usual retirement age shall be sixty-five (65) years of age.

22:10 Unused Vacation Paid to Estate

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

22:11 Vacation of Short Duration

If an employee requests vacation of a short duration before the schedule is posted, such requests will not be unreasonably denied by the Executive Director and the Executive Director shall notify the employee of their decision before the schedule is posted.

22:12 Carry Forward of Vacation

Employees shall be permitted to carry forward a proportion of their vacation leave not taken during the year. Employees may carry forward up to two (2) weeks leave, which must be used between January 1st and March 31st.

22:13 Vacation/Maternity Leave

An employee, who so desires, shall be permitted to take all of her vacation entitlement immediately before or after maternity leave.

22:14 Vacation Records

The vacation entitlement of each employee will be posted in January of each year.

ARTICLE 23 SICK LEAVE

23:01 Paid 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 Workers' Compensation Act.

23:02 Paid Sick Leave Accumulation

- (a) An employee is eligible to accumulate sick leave credits with full pay at the rate of eight (8) hours for each one hundred and sixty (160) hours of regular time worked.
- (b) The maximum number of hours of sick leave which an employee may have to their credit at any one time is seven hundred and twenty (720) hours. Once an employee has used part or all of the sick leave credits, they may accumulate back to seven hundred and twenty (720) hours.
- (c) Unused sick leave has no pay out value on termination or retirement.

23:03 Deductions From Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one half (½) a day shall not be deducted. Absence for one half (½) a day or more and less than a full day shall be deducted as one half (½) a day.

23:04 Proof of Illness

- * (a) Before receiving sick leave with full pay, an employee may be required to provide a medical certificate for an illness in excess of three (3) 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. Where an employee provides confirmation of an ongoing medical condition that may require multiple instances of sick time off, the employer may take this into consideration when considering the application of the above.
- (b) An employee shall have the option of being attended by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended by their personal physician.

23:05 Sick Leave During Leave of Absence and Layoff

When an employee is on paid vacation, special paid leave or on Workers' Compensation, they shall continue to earn sick leave credits for the period of such absence and the sick leave credits shall be credited to the employee upon their return to work. An employee on layoff or on unpaid leave shall not earn any sick leave credits during the period of layoff or such unpaid leave.

23:06 Extension of Leave

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, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Executive Director.

23:07 Injury on Duty

An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at their regular rate of pay without deduction from sick leave, provided that a medical practitioner states that the employee is unfit for further work.

23:08 Sick Leave for Preventative Medical and Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. Leave under this Clause shall be deducted in accordance with Clause 23:03.

23:09 Sick Leave Bonus Pay

The Employer will pay a bonus of five hundred dollars (\$500) each calendar year in December to employees who qualify by using three (3) days or less of their annual sick days as per Clause 23:02 (a). This bonus shall be paid to each employee by a separate cheque.

ARTICLE 24 LEAVE OF ABSENCE

24:01 Negotiation Pay Provisions

A maximum of two (2) employees for a maximum of five (5) days each shall not suffer any loss of pay or accumulated benefits when required to leave their employment in order to participate in negotiations with the Employer. Additional time off without pay shall be approved by the Employer upon request by the union.

24:02 Leave of Absence for Union Business

The Employer shall grant a leave of absence with pay for one employee to attend union conventions/seminars/workshops provided that the total leave of absence does not exceed three (3) working days per calendar year and provided the union gives the Employer at least two (2) weeks written notice of such leave. Should additional persons or leave without pay be requested by the union, it shall not be unreasonably denied.

24:03 Leave of Absence for Full Time Union Representatives

An employee who is elected or selected for a full-time position with the union

or organization with which the union is affiliated shall be granted a leave of absence without pay, without loss of seniority or accrued benefits for a period of one (1) year, provided there is no additional cost to the Employer. Such leave may be renewed each year, on request, during their term of office.

24:04 * Bereavement Leave

Subject to Clause 24.04 (c), an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's parents, siblings, 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) If the death of a relative referred to in clause 24.04 (a) occurs outside the province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the employer at their discretion may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in clause 24.04 (a), (b) and (c).

24:05 Family Leave

- (a) Subject to Clause 24.05 (b), and (c), an employee who is required to:
 - (i) Attend to the temporary care of a sick family member living in the same household, or the employee's mother or father or dependent child not necessarily living in the same household;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;

- (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies; shall be awarded up to three (3) days paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide forty-eight (48) hours' notice to the Employer unless it is of an urgent nature;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of 24.05 (a), have endeavoured to a reasonable extent, to schedule such event 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 or sick leave.

24:06

Maternity Leave/Adoption Leave/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 Article. Employees are required to provide as much notice as possible prior to the commencement of the maternity/adoption/parental leave. Maternity leave should begin no earlier than seventeen (17) weeks before the employee's due date.
- * (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 the 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, with no loss of accrued benefits.

- * (e) Periods of leave up to seventy-eight (78) weeks shall count for annual leave accumulation, and seniority. The Employer and employee will also pay the group insurance premiums for up to seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- * (f) An employee may be awarded paid 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, subject to the provisions of article 23.02.
- * (g) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them.
- * (h) An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provide that the other qualified employees in their work area are available.
- * (i) Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of seventy-eight (78) weeks.
- (j) 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.
- (k) An employee who applies for a position in accordance with Clause 16:01 while on leave shall be considered for that job posting in accordance with the provision of Clause 16:04. If the employee on leave is successful, their trial period shall start upon their return to work.
- (l) Pregnant employees shall not be required by the Employer to be in contact with clients who have a contagious disease.

24:07

Paid Jury, Court Witness or Jury Selection Leave

- (a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as a juror, witness in any court, or who is required to attend jury selection.

The employee will present proof that they attended as a juror, witness in court 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) If an employee is required to be in court in any matter arising out of their employment with the Employer, during their regular shift, on their scheduled day off or after their regular shift, they shall be considered as working for the Employer. This Clause will not apply if an employee is charged with an offense.

24:08

Education Leave

Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational 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.

24:09

Staff Development

- (a) The Employer agrees to encourage and support staff training and development, including on the job training, conferences, seminars and workshops.
- (b) Unless otherwise mutually agreed to between the Employer and the employee, there will be no loss of pay and benefits to an employee participating in an approved staff development program during regularly scheduled working hours.
- (c) If an employee is required to attend training or in-service programs during non-working hours they shall be permitted to take straight time off at a time to be mutually agreed upon by the employee and Executive Director.
- (d) When an employee is required by the Employer to take a course, seminar or study session outside of the workplace, they shall retain full employment status including benefits, accrual of seniority and shall maintain their regular pay for scheduled hours. The Employer shall reimburse the employee for reasonable expenses incurred. Such expenses shall be specified prior to the commencement of training and may include tuition, books, registration materials, transportation and accommodation, if required.

On request of the employee, the Employer shall provide an advance to cover such expenses, for which the employee will later submit receipts or return any unused monies.

24:10 General Leave

- (a) With the approval of the Employer, a permanent employee may be granted a leave of absence in exceptional circumstances, without pay, without loss of seniority, provided the employee has no vacation leave to their credit and provided there is no additional cost to the Employer.
- (b) Subject to the operational requirements, the availability of qualified replacement staff and provided there is no additional cost to the Employer, a permanent employee may be permitted one (1) month of unpaid leave during which they shall earn service for seniority only, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not have to be taken consecutively, but cannot be taken in increments of less than two (2) days.

24:11 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 a bargaining unit.

24:12 Compassionate Care Leave (as per Labour Standards Act)

- (a) The Employer shall grant Family Medical Leave to full-time, part-time or contract employees who will be providing care or support to a family member who has a serious medical condition and is in significant risk of dying.

- (i) Family Medical Leave is unpaid leave for a period of eight (8) weeks in a twenty-six (26) week period.
 - (ii) Family Medical Leave can last up to eight (8) weeks and must be taken in full week periods, not in days.
 - (iii) The employee may not remain on a leave after the week in which the family member's death occurs, or in any event, after the twenty six (26) week period referred to in the medical certificate.
- (b) Under the Employment Insurance Act, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to EI eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks and who requires care and support from one or more family members.
- (c) Family member includes: employee's spouse (includes common law or same sex spouse); a parent, step-parent or foster parent of the employee; a child, step-child or foster child of the employee or the employee's spouse.
- (d) An employee who intends to take a Family Medical leave shall:
- (i) provide written notice to the employer. An employee, who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
 - (ii) the employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of 26 weeks.
- (e) The employer shall:
- (i) continue to pay the employer's share of the premiums to certain benefits (i.e., RRSP plans, life and extended health insurance plans, accidental death plans and dental plans) that were provided to the employee before the leave;
 - (ii) include the period of the leave in calculating the length of the

employee's employment for seniority and other purposes such as access to all collective agreement entitlements.

- (iii) reinstate the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- (f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate (whether the employee would be eligible for any further EI benefits would be a matter to be determined by the federal Employment Insurance Commission).
- (h) An employee may be entitled to both Emergency Leave and Family Medical Leave. There are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

24:13 *

Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year for the purposes outlined in the Labour Standards Act, 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 has been a caregiver to the employee.

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, as outlined above, may be required to provide the Employer with reasonable verification of the necessity of the

leave.

24:14 * Mental Health Day

An employee shall be granted leave from their sick bank not exceeding two (2) days in the aggregate in a calendar year, when the employee is dealing with extenuating circumstances that is impacting their mental health. A doctor's note will not be required for these two (2) days. Leave under Article 24:04 and 24:05 will not apply.

ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES

25:01 Availability of Salary Cheques

Employees shall be paid every two (2) weeks by direct deposit every other Thursday. Direct deposit slips shall contain the following information:

- (i) employee's name;
- (ii) employee number; and
- (iii) deductions for the period, gross pay, net pay and overtime.

25:02 Pay on Temporary Transfer to Higher Positions

- (a) An employee who is temporarily assigned by the Executive Director to a position for which a higher rate of pay is applicable will receive the higher rate for the temporary assignment in accordance with the promotion procedure provided that they fill the position for a period of at least three (3) hours.
- (b) Transfers/temporary assignments within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

25:03 Pay on Temporary Assignment, Lower Position

When an employee is temporarily assigned by the Executive Director to a position paying a lower rate of pay, their rate of pay shall not be reduced.

25:04 Vacation Pay

A permanent employee with who has been employed for more than one (1) calendar year, upon giving at least two (2) weeks' notice prior to the payday preceding the office day on which they wish to receive their advance payment, shall receive prior to the start of their annual vacation any regular

pay cheque(s) which fall due during their vacation.

25:05 Transportation

- (a) When, in the course of their duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or, with the approval of the Executive Director, they may be permitted to use their own vehicle and be reimbursed at the rate of forty (40) cents per kilometer.
- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

25:06 Demotions

- (a) Involuntary Demotion
When an employee is involuntarily demoted, their salary will be established at a step in the new pay range equivalent to their current salary. If their current salary falls between two steps, they will be adjusted to the higher of the two. If their current salary exceeds the top of the new pay range, their salary shall be maintained.
- (b) Voluntary Demotion
When an employee is voluntarily demoted, their salary shall be established at a step in the new pay range equivalent to their existing salary. If their present salary falls between the two steps, they will be adjusted to the lower of the two. If their current salary exceeds the top of the salary range, they shall be adjusted to the highest step in the pay range.

25:07 Salaries

Salaries shall be established in accordance with Schedule A of the collective agreement.

25:08 Hourly Differential/Weekend Premium

- (a) An hourly differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between 4:00 p.m. on one day and 8:00 a.m. the next day.

- (b) Employees shall receive two dollars and fifty-five cents (\$2.55) for each hour worked between midnight Friday and midnight Sunday.
- (c) If an employee qualifies for both premiums under (a) and (b), they shall receive both.
- (d) The hourly differential shall not apply to employees who work day shift between the hours of 8:00 a.m. and 6:00 p.m.

Shift differentials effective date of signing.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Group Life and Extended Health Benefits Plan

- (a) The Employer agrees to share the cost of the available plan as outlined in "The Taking Care" booklet as may be amended, for employees eligible to participate in the Salvation Army's master plan.
- (b) Subject to Clause 26:01 (a) and 26:01 (d), when an employee is on unpaid leave, the employee may pay the full premiums in order to maintain coverage while on unpaid leave.
- (c) A summary of the general provisions of the plan will be given to each employee upon the signing of this Agreement and all new employees who are eligible to join will receive a summary of the plan.
- (d) Employer maintains payment of the Employer premiums while an employee is on maternity leave or adoption leave for a maximum of fifty-two (52) weeks.

26:02 Workers' Compensation

- (a) All employees shall be covered by the Workers' Compensation Act.
- (b) An employee who cannot work in their regular position on account of an occupational accident or occupational disease that is governed by the Workers' Compensation Act, but who is qualified and able to work in another available position in the bargaining unit, will be encouraged by the Employer and the Union to accept such other available position.
- (c) The employee shall provide to the Employer all information

pertaining to their compensable injury.

- (d) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off work on Workers' Compensation Benefits.
- (e) It is understood and agreed by the parties to this Collective Agreement that the employee retains and continues to accumulate annual vacation credits and shall have the right to carry forward up to a maximum of one-year's vacation entitlement.

26:03 Registered Saving Plan

The Employer will continue its contributions to a Registered Saving Plan for those employees eligible in accordance with the Salvation Army's policy.

26:04 Liability Protection

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

ARTICLE 27 TECHNOLOGICAL CHANGE

27:01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of permanent employees, their conditions of employment, wages rates or workloads, the Employer shall notify the union of the proposed change.

27:02 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

27:03 Attrition Arrangement

No permanent employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new

method of operation.

27:04 Income Protection

A permanent employee who is displaced from their job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

27:05 Transfer Arrangements

A permanent employee who is displaced from their job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to their seniority, ability and qualifications.

27:06 Training Benefits

In the event that the Employer should introduce new methods or technologies which require new or greater skills than possessed by the permanent employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in the wages of these permanent employees during this training period.

27:07 No New Employees

No additional permanent employees shall be hired to replace any permanent employees affected by the technological change or new method of operation, until the permanent employees already working, and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill to retain their positions.

ARTICLE 28 CONTRACTING OUT

28:01 Contracting Out

Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision

to contract out work and the employee's salary at the time of contracting out shall be maintained during the duration of this contract. No employee affected by the Employer's decision to contract out work shall suffer a reduction in their annual salary, benefits, or hours of work as a result of the Employer's decision to contract out work.

28:02 Period of Notice

No contract services will be finalized without the Union being given sixty (60) days' notice of the Employer's intention to contract out the service.

ARTICLE 29 SEVERANCE PAY

29:01 In the event the Salvation Army Wiseman Centre closes, an employee shall be eligible for two (2) weeks' severance pay for each year of service.

29:02 * Notwithstanding 29:01, employees whose positions are declared redundant will be paid one (1) week salary for each year of eligible employment.

ARTICLE 30 GENERAL CONDITIONS

30:01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

All employees working on an unsanitary or dangerous job shall be supplied with all necessary tools, safety equipment and protective clothing. The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing.

30:02 Bulletin Board

The Employer shall provide space on the bulletin board for the use of the Union.

30:03 Parking Facilities

The Employer shall provide, wherever possible, adequate facilities for employees to park their cars during their working hours.

30:04 Part-time and Temporary Employees

- (a) Part-time employees shall receive the wages and benefits specified in this agreement on a pro rata basis according to their hours of work.
- (b) Temporary employees shall be entitled to the wages and benefits of this agreement for the duration of their employment. Earned benefits shall be prorated according to their hours of work and temporary employees will be allowed to carry forward these benefits, based on the wording of the Agreement, from one period of employment to the next.

30:05 * Retroactivity

Salary and overtime shall be retroactive to April 1, 2022.

30:06 Orientation Program

The Employer shall provide an orientation program to new employees, which shall include information on the organization's policy, procedures, fire and disaster plans.

30:07 Immunization

Immunizations which are determined to be required by the Employer shall be provided to employees.

30:08 Contagious/Infectious Diseases

- (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.

30:09 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party upon notice to the other, may reopen the pertinent parts of the agreement so that the portions thus invalidated may be amended as required by law.

30:10 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall copy the Agreement and the Employer shall give a copy to each employee.

30:11 Period of Notice for Resignations

Employees shall give the Executive Director fourteen (14) calendar days written notice of intent to resign their employment. The period of notice may be reduced or eliminated by mutual agreement between the employee and the Executive Director.

ARTICLE 31 PERSONAL LOSS

31:01 When an employee in the performance of their duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered, to a maximum of \$300.00, subject to the provision of replacement item receipts, original purchase receipts, if available, and the approval of the Executive Director. All incidents of loss suffered by the employee must be reported to the Executive Director, in writing, within five (5) calendar days of the loss outlined the circumstances surrounding the loss. This provision shall only apply in respect to personal effects which the employee would normally have in their possession during the performance of their duty. Compensation of approved claims will be made within thirty (30) days of approval.

ARTICLE 32 DURATION OF AGREEMENT

32:01 * Period of Agreement

Except as otherwise provided in specific clauses, this Agreement shall be effective from date of signing and remain in full force and effect until March 31, 2026. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the agreement not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

32:02 Change in Agreement

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

32:03 * Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under clause 32.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement, unless otherwise agreed by the parties.

32:04 * Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement. Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with the Labour Relations Act.

ARTICLE 33 SEXUAL AND PERSONAL HARASSMENT

33:01 Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

33.02 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall

undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

ARTICLE 34 OCCUPATIONAL HEALTH AND SAFETY

- 34:01 The Employer agrees to cooperate fully with employees in the establishment and operation of an Occupational Health and Safety Committee. The Committee will address all requirements of the *Occupational Health and Safety Act*.
- 34:02 The Occupational Health and Safety Committee shall be comprised of four (4) members equally represented by the Local Union and the Employer.

APPENDIX "A" - SALARIES/CLASSIFICATIONS *

Effective April 1, 2022:

April 1, 2022	2%
April 1, 2023	2%
April 1, 2024	2%
April 1, 2025	2%

Recognition Bonus: Effective date of signing, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000 pro rated based on regular full-time hours for work during the previous 12 months from date of signing.

CLASSIFICATION	2022	2023	2024	2025
Liaison Worker	\$23.42	\$23.89	\$24.37	\$24.86
Client Support Worker	\$23.42	\$23.89	\$24.37	\$24.86
Community Service Worker	\$23.42	\$23.89	\$24.37	\$24.86
Supportive Housing Worker	\$23.42	\$23.89	\$24.37	\$24.86
Cook	\$17.94	\$18.30	\$18.67	\$19.04
Building Maintenance Worker	\$17.29	\$17.64	\$17.99	\$18.35
Property Service Worker	\$17.29	\$17.64	\$17.99	\$18.35

February 10, 2009

Mr. John Thompson
Manager Labour Relations
Salvation Army Territorial Headquarters
Canada and Bermuda
2 Overlea Boulevard
Toronto ON M4H 1P4

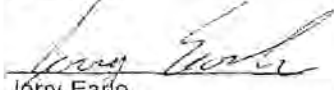
Dear Mr. Thompson:

RE: SHIFT SCHEDULE

The Employer shall continue the twelve (12) hour shift schedule and within six (6) months of signing the collective agreement, the Union and the Employer shall review the existing schedule making any revisions that are mutually acceptable to both the Union and Employer.

Furthermore, where both the Union and Employer agree, the schedule may be changed to an eight (8) hour rotation providing sixty (60) days notice is given to employees affected.

Sincerely,



Jerry Earle
EMPLOYEE RELATIONS OFFICER

February 10, 2009

Mr. Jerry Earle
Employee Relations Officer
NAPE
330 Portugal Cove Rd.
St. John's NL A1B 3M9

Dear Mr. Earle:

Re: Letters of Appointment

The Employer will provide employees who are hired with one of the following applicable letters:

1. Letter to a permanent full-time employee:

This will confirm your employment as of (*date*) in the position of (*Name the position*), you will be on probation until you complete four hundred and eighty regular hours of work, during which you will be evaluated.

2. Letter to a permanent part-time employee:

This will confirm your employment as of (*date*) in the position of (*Name the position*), you will be on probation until you complete four hundred and eighty regular hours of work, during which you will be evaluated.

You will be scheduled to work at least an average of (*number of hours*) every two weeks.

3. Letter to a temporary employee replacing an employee off for extended period of time:

This will confirm your employment as of (*date*) in the position of (*Name the position*), you will be on probation until you complete four hundred and eighty regular hours of work, during which you will be evaluated.

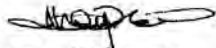
You will be scheduled to work to replace (*name of employee*) until his/her return.

4. Letter to a temporary employee needed for casual relief:

This will confirm your employment as of (*date*) in the position of (*Name the position*), you will be on probation until you complete four hundred and eighty regular hours of work, during which you will be evaluated.

You will be called to work on an as needed basis to replace employees who are off work for various reasons for short periods of time. You will be called as far in advance as possible.

Sincerely,



John Thompson,
Chief Negotiator

February 10, 2009


Mr. Jerry Earle
Employee Relations Officer
NAPE
330 Portugal Cove Rd.
St. John's NL A1B 3M9

Dear Mr. Earle:

Letter of Understanding re Attendance at Meetings (Night Shift)

Employees completing a night shift will not be required to attend meetings that follow their scheduled shift, unless said meetings take place immediately following their shift. It is understood by the parties that such meetings will not exceed one-half (½) hour in duration.

Sincerely,




John Thompson
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Re: 24:08 Education Leave
24:10 General Leave
24:11 Extended Leave

Where an employee has proceeded on any of the above referenced leaves, the employee shall have the right to give the Employer thirty (30) days notice of their intention to return to work before the original requested completion date, provided there is no cost incurred by the Employer.

The Employer and employee may mutually agree to a shorter period of notice.



SALVATION ARMY WISEMAN CENTRE

Oct. 21, 2009

DATE



NAPE

Feb 10, 2009

DATE

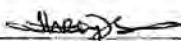
MEMORANDUM OF UNDERSTANDING

RE: PENSION PLAN

The Employer agrees to allow employees to participate in the GMPP should more than 50% of existing employees indicate an interest to do so. Prior to the employees making a final decision, the Employer will arrange a presentation on the GMPP by the Carrier of the Plan.

The preceding shall occur prior to December 31, 2002.


Should employees decide by majority to participate in the plan, premiums shall be paid on a 50/50 basis, 50% by the employee and 50% by the Employer.



SALVATION ARMY WISEMAN CENTRE

OCT. 21, 2009

DATE



NAPE

✓ Feb 10, 2009

DATE

MEMORANDUM OF UNDERSTANDING RE: PENSION PLAN

Existing members of the negotiating team along with appointed representatives of the Salvation Army shall, within (90) days of signing of the Collective agreement, commence discussion as to the possibility of permanent full-time employees being included in the PSPP.

The joint committee, if consensus can be reached, shall approach the Pension Plan Board.

The consultation shall conclude within six (6) months of signing of the Collective agreement.



SALVATION ARMY WISEMAN CENTRE



NAPE

 MAY 25/23
DATE

 MAY 23/23
DATE

Josie Delpriore

May 26, 2023

Senior Director-Healthy Workplace Relations

MEMORANDUM OF UNDERSTANDING RE: HEALTH AND INSURANCE PLAN FOR RETIREES *

The Employer agrees within 120 days of the signing of the Collective Agreement to meet with the Union to explore the possibility of offering Post Employment Benefits for employees who are eligible to retire, and who commence retirement immediately after ceasing employment. Items of discussion will include but not be limited to current employees vs. future hires, definition of eligibility of retirement, minimum years of service required, percentages paid, etc.



SALVATION ARMY WISEMAN CENTRE



NAPE

DATE May 25/23

DATE May 23/23

MEMORANDUM OF UNDERSTANDING RE. HEALTH AND WELLNESS BENEFIT *

On a one (1) year trial basis the Employer agrees to reimburse full-time and part-time employees to a maximum of two hundred and fifty dollars (\$250) per fiscal year towards membership fees for programs or training equipment aimed at maintaining or enhancing better mental and or physical health. Receipts are required for such a reimbursement. At the end of the one (1) year trial this program shall be reviewed by the Employer and the Union to determine whether it is successful and should continue. If it is agreed to continue, a letter of understanding outlining these terms shall be included in the Collective Agreement.


SALVATION ARMY WISEMAN CENTRE


NAPE

May 25/23
DATE

May 23/23
DATE

MEMORANDUM OF UNDERSTANDING RE: JOB DESCRIPTIONS *

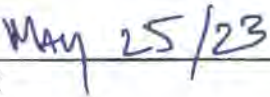
The Employer agrees within 120 days of the signing of the Collective Agreement to provide the Union with updated job descriptions of each classification listed in the salaries/classification schedule in the back of the Collective Agreement.



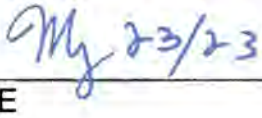
SALVATION ARMY WISEMAN CENTRE



NAPE



DATE



DATE

MEMORANDUM OF UNDERSTANDING RE: CLASSIFICATION REVIEW *

The Employer shall conduct an evaluation of classification using the Employer's job evaluation process. The Employer and the Union will meet in January 2024 to discuss the classification evaluation results, and the sharing of market research data. Protocols, appeal processes, and other relevant information pertaining to classification requests and appeals shall also be discussed.



SALVATION ARMY WISEMAN CENTRE



NAPE

DATE May 25/23

DATE May 23/23

MEMORANDUM OF UNDERSTANDING RE. TRUTH AND RECONCILIATION DAY *

The Salvation Army (TSA) Recognizes Truth & Reconciliation Day, and therefore employees will either have the day off with pay, or if required to work on that day will work at straight time and will be granted another day off at a time mutually agreed upon between the employee and employer.


SALVATION ARMY WISEMAN CENTRE


NAPE

DATE MAY 25 / 23

DATE MAY 23 / 23

LETTER OF UNDERSTANDING RE. COMMUNITY SERVICE WORKER

The Employer and the Union agree that the position of Community Service Worker shall not be replaced when the incumbent is absent from work for less than one (1) week. For any absence of one week or greater, the Employer shall replace the Community Service Worker in accordance with the terms and conditions set out in Article 20.02.

This letter shall be in effect from the date of ratification and shall cease upon the conclusion of this collective agreement.


SALVATION ARMY WISEMAN CENTRE



NAPE

DATE May 25/23

DATE May 23/23

LETTER OF UNDERSTANDING RE. UNIFORM ALLOWANCE

Where the Employer requires a uniform to be worn and with the Employer's approval, employees may elect to purchase uniforms of their own choosing and in such cases an allowance of one hundred and seventy-five dollars (\$175) per year shall be paid providing the design, colour, and style are approved by the Employer. The uniform allowance shall be paid on the first day in December or upon termination on a pro-rata basis. Employees will be required to submit a receipt to the Employer for reimbursement of their uniform purchase.



SALVATION ARMY WISEMAN CENTRE




NAPE

DATE May 25/23

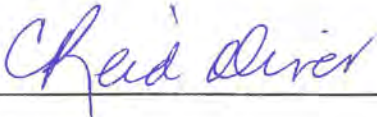
DATE May 23/23

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 25 DAY OF May, 2023.

ON BEHALF OF THE SALVATION ARMY WISEMAN CENTRE:

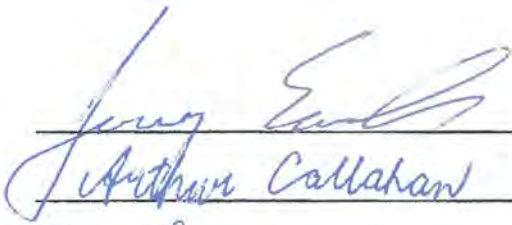


Margaret Major



WITNESS

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



Arthur Callahan

Judy Gustman



WITNESS