



COLLECTIVE AGREEMENT

between

**TIFFANY VILLAGE RETIREMENT
RESIDENCE PARTNERSHIP**

and

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

Expiry: December 31, 2024

THIS AGREEMENT made this 18th day of December
Anno Domini, Two Thousand and Twenty:

BETWEEN:

TIFFANY VILLAGE RETIREMENT RESIDENCE PARTNERSHIP

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PURPOSE

1:01 The purpose of this Agreement is:

- (a) to maintain and improve harmonious and mutually beneficial relationships between the Employer, the employees and the Union, and to set forth and settle terms and conditions of employment; and
- * (b) to encourage efficiency in the operation of the workplace such that the residents in their home within all properties owned by Tiffany Village Retirement Residence Partnership are well served.

ARTICLE 2 RECOGNITION

2:01 The Employer recognizes the Union as the sole Collective Bargaining agent for the classes of employees, listed in Schedule A, pursuant to the Order of the Labour Relations Board, dated November 3, 2014.

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

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

2:03 Bulletin Boards

The Employer shall provide a bulletin board for the exclusive use of the Union, placed in the Staff Lounge, upon which the Union shall have the right to post notices of Union business. Other notices shall be subject to approval of the Employer.

2:04 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement shall not perform work which is normally done by employees in the bargaining unit except: (1) in cases of an urgent nature, where the employee's absence would stop care being provided to residents, (2) protection of equipment, (3) instruction or training of employees, (4) employee or resident safety, or (5) where employees are not immediately available to do such work.

2:05 No Other Agreements

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

2:06 Gender

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

ARTICLE 3 MANAGEMENT RIGHTS

- 3:01 (a) The Union recognizes and agrees that, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all rights, power and authority to conduct its seniors living/care service efficiently, manage its operations and direct its employees.
- (b) Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4:01 Definitions

- (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 2:01 and the Order of the Labour Relations Board, dated November 3, 2014.
- (b) "Classification" means the identification of a position by reference to a class title and rate of pay, as outlined in Schedule B.
- (c) "Date of Hire" means first day an employee works with the Employer or first day returning to work following loss of seniority as per Article 11.03.
- (d) "Day" means a calendar day, beginning at 0000 hours and ending at 2359 hours, unless otherwise stipulated in the Agreement.

- (e) "Employee or employees" means any full or part-time person employed in a position included in the bargaining unit.
- (f) "Employer" means Tiffany Village Retirement Residence Partnership
- * (g) "Residence" means Tiffany Village Retirement Residence and Kenny's Pond Retirement Residence.
- (h) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- * (i) "Year" means the calendar year unless otherwise provided.

ARTICLE 5 UNION SECURITY

5.01 Deduction of Union Dues

The Employer shall deduct from every employee coming within the Bargaining Unit, the monthly dues of the Union.

* **5.02 Remittance of Union Dues**

Deductions shall be forwarded to the President of the Union by one (1) monthly cheque within thirty (30) days after the end of the month in which the deductions were made. The Employer shall provide to the Union, a list in a secured electronic format compatible with Microsoft Excel, which shows the employee's full name, classification title, employee ID number, the last three (3) digits of the social insurance number, and the amount of union dues deducted on the employee's cheque. This list shall also show additions and deletions.

5.03 Reporting of Union Dues

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his/her T-4 Statement.

* **5.04 Notification of Deductions**

The Union shall inform the Employer of the authorized deductions approved by the Union as early as possible prior to the effective date of such change.

5:05 The Employer shall notify the secretary of the local of the names, phone number, address and emails of all new employees within 14 calendar days of hire.

5:06 Union Access - Shop Stewards

- * (a) The Employer acknowledges the right of the Union to appoint or elect employee(s) from the bargaining unit to serve as Shop Steward(s). There shall be one (1) shop steward for each of the following three (3) departments at each residence if applicable:
 - (1) Nursing (LPNs and PCAs) and Recreation;
 - (2) Food and Beverage, and Concierge;
 - (3) Housekeeping and Maintenance.
- (b) The Union shall notify the Employer in writing of the name of each shop steward before the Employee shall be required to recognize him/her.
- (c) Employees shall not absent themselves from work except with the permission from their manager, and such permission shall not be unreasonably withheld.
- (d) Employees shall have the right at any time to the assistance of a full-time representative from the NAPE Office.

5:07 Union Leave for Processing Grievances and Complaints

In the event the parties mutually agree to schedule a grievance meeting during normal hours of work, the grievor and one (1) local union representative shall be granted leave with pay from their regular duties to attend grievance meetings with the Employer. In the case of a group grievance, one (1) employee from the group will be entitled to such leave. Otherwise, processing of grievances will be done outside of normal hours of work and without pay.

5:08 A shop steward will be given an opportunity during group orientation of new employees to acquaint them with the existence of the Union and the Collective Agreement and documentation.

ARTICLE 6 NO DISCRIMINATION

6:01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge.

assignment of work, or otherwise by reason of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, marital status, family status, source of income, political opinion, or by any grounds protected under the Human Rights Act, nor by reason of his/her membership or activity in the Union.

ARTICLE 7 NO HARASSMENT

- 7:01 (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment, as set out in the Human Rights Act.
- (b) The Human Rights Act defines "harass" as "to engage in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
- (c) The Employer shall undertake to promptly investigate alleged occurrences of harassment.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8:01 It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible.
- 8:02 The employee may be represented by a full time representative of the Union at any time.
- 8:03 Step 1 – (Complaint Stage – Verbal Only)
- (a) The parties agree that they will both attempt to resolve all issues by discussion, prior to reducing the matter in writing as a formal grievance.
- (b) This shall normally be done by the employee and her immediate manager.
- (c) The parties have seven (7) calendar days after the circumstances giving rise to the complaint occurred or after such circumstances ought reasonably to have come to the attention of the employee or the Union, to resolve the matter with his immediate manager without filing a formal written grievance.

Step 2 - (Written grievance to Human Resources Manager)

- (d) Failing settlement at the complaint stage, the employee may submit a formal grievance, in writing, signed by a Union representative, to the immediate manager within a further seven (7) calendar days of the response from the manager at the verbal complaint stage.
- (e) Such grievance shall state the nature of the grievance, the remedy sought and the provisions of the Agreement which are allegedly violated.
- (f) The Human Resources Manager shall reply to the grievance in writing no later than seven (7) calendar days from the time the grievance was submitted.
- (g) Failing settlement at Step 2, either party may refer the grievance to arbitration within seven (7) calendar days of the Step 2 written response from the Human Resources Manager.

8:04

Time Limits

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

8:05

Technical Objections to Grievances

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

8:06

Suspension or Discharge Grievance

A grievance by an employee who has completed her probationary period claiming that she has been unjustly discharged or suspended may be submitted directly to the Human Resources Manager or designate at Step 2 of the Grievance Procedure. Such grievance must be received by the Human Resources Manager or designate within seven (7) calendar days of the date of notification of the suspension or discharge.

8:07

Policy and Group Grievances

(a) Policy Grievance

Where a grievance is initiated by either the Union or the Employer, the procedure shall start with the Human Resources Manager or designate at Step 2 of the Grievance Procedure.

(b) Group Grievance

Where a number of employees have similar grievances and each employee would otherwise be entitled to grieve separately, they will present a group grievance to the Human Resources Manager or designate each employee who is grieving.

(c) With respect to policy and group grievances, it is still required that the Complaint Stage (Verbal) be followed.

ARTICLE 9 ARBITRATION

9:01 No matter may be submitted to arbitration under this article unless settlement thereof has been attempted through the grievance procedure set out in Article 8.

9:02 Notice to refer a grievance to arbitration shall be in writing in accordance with the time limits set out in the grievance procedure.

9:03 Within fourteen (14) calendar days from the time of the notice to either party of its intention to submit the grievance to arbitration, the parties shall select a mutually agreeable arbitrator. Should the parties fail to agree upon an Arbitrator, then the party initiating the grievance shall request the appointment of an arbitrator by the Minister of Immigration, Skills and Labour.

9:04 The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no authority or discretion to alter, amend or modify any provisions of this agreement.

9:05 The arbitrator shall render its decision in writing within thirty (30) days from the date of the hearing.

9:06 It is presumed that each party shall normally cost share in the Arbitrator's fees and expenses on a 50/50 basis.

- 9:07 If agreed by the parties, alternative dispute resolution mechanisms may be employed as an alternative to the traditional arbitration process.
- 9:08 Time limits may be extended by mutual agreement, in writing, between the parties to the grievance.

ARTICLE 10 PROBATION AND DISCIPLINE

10:01 (a) Probationary Period

The probationary period shall be four hundred, eighty-seven and one-half (487.50) hours worked from the date of hire.

(b) Termination of Probationary Employee

The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the Employer, in its sole discretion, is not subject to the grievance or arbitration process.

10:02 Progressive Corrective Discipline

- (a) The Employer has the right to discipline and discharge employees for just cause. Where the Employer is considering taking any form of verbal warning, it shall not be recorded so as to be used against an employee, rather it should be used as a form of coaching for optimal performance.
- (b) Where the Employer is considering taking any form of written disciplinary action, the Employer shall conduct its investigation in an expeditious manner and notify the employee within fourteen (14) calendar days of the occurrence or discovery of the matter giving rise to the discipline. Unavailability of persons involved in the investigation will result in an extension of time, which extension will not be unreasonably denied.
- (c) This notification shall state written particulars with the reasons for the disciplinary action.
- (d) If such procedure is not followed, the disciplinary action shall be null and void.
- (e) An employee shall have the opportunity to reply in writing to any written expression of dissatisfaction or discipline by the Employer

which is put on the Employee's personnel file; and the employee's written reply to such notification shall become part of his/her record until such time as the Employer's written expression is removed.

- (f) Any written disciplinary action shall be disregarded and removed from an employee's personnel file after eighteen (18) calendar months, regardless of whether or not actively employed.
- (g) This Article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

10:03 Right to Be Represented

Where an employee who is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, the Employer shall advise the employee that she has a right to be accompanied by a Shop Steward. The employee will be informed of the nature of the meeting in advance. It is the responsibility of the employee to acquire union representation.

10:04 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 his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her 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 an Arbitrator if the matter is referred to arbitration.

10:05 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 reasonably investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, and on the condition that the Employee is available and cooperates in the investigation, the employee will be paid for any missed scheduled shifts within a 21-day period.

10:06 Access to the Grievance Procedure

All dismissals, suspensions, and other disciplinary action shall be subject to the grievance procedure, excepting employees terminated during the probationary period.

ARTICLE 11 SENIORITY

11:01 Seniority Defined

- * (a) Subject to 11:03, seniority for all employees shall be based on their date of hire.
- (b) Where two (2) or more employees started work the same day, seniority will be determined based on the hours worked.
- (c) Seniority shall be bargaining unit wide.

11:02 (a) Seniority Lists

The Employer shall maintain a seniority list for all employees. An up to date seniority list shall be sent to the Union and posted in the worksite in January of each year. The seniority list for all employees shall show, subject to Clause 11:03, date of hire, residence of employment, and classification for each employee.

- * (b) Probation for Newly Hired Employees

After the completion of the probationary period as specified in Clause 10.01 (a), employees shall be credited with seniority for all paid hours accumulated during the probationary period, and seniority shall be effective from the original date of hire with the Employer.

11:03 Loss of Seniority

An employee shall lose all seniority and service, and is no longer an Employee of the Employer if he/she:

- (a) is discharged for just cause unless modified by an Arbitrator or under the Grievance Procedure;
- (b) resigns and is not re-employed within thirty (30) days;

- (c) is absent from work in excess of three (3) working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;
- (d) fails to return to work from layoff within seven (7) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer;
- (e) is laid off in excess of twelve (12) months.

11:04 * (a) Leave for Work Outside the Bargaining Unit

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

- (i) An employee who takes leave to accept work outside the bargaining unit shall not be subject to any benefits of this agreement during this period, save and except seniority.
- (ii) Employees may return to their regular bargaining unit position subject to giving the Employer two (2) weeks' notice, in writing.
- (iii) Employees shall continue to pay union dues.
- (iv) Employees shall not have access to the grievance procedure.

ARTICLE 12 LAYOFF AND RECALL

12:01 Layoff and Recall

(a) Layoff

If a layoff should occur, employees shall be laid off by department in reverse order of their seniority provided the remaining employees have the Qualifications to perform the work required. That junior employee in the department to be laid off may elect to bump the most junior employee in the bargaining unit in another department for which they have the Qualifications, or accept layoff. In the

event an employee in another department is displaced, that displaced employee shall be laid off.

(b) Recall

When a recall occurs, employees shall be recalled by department based on seniority, the more senior person on layoff shall be recalled provided they have the Qualifications to perform the work required.

ARTICLE 13 PERSONNEL FILES

13:01 There shall be one (1) official recognized personnel file which shall be maintained by the Employer, inclusive of the written disciplinary action referred to in Article 10. An employee, shall, after making an appointment, be allowed to view his/her personnel file and may be accompanied by a representative of the Union if he/she so desires.

ARTICLE 14 PERFORMANCE EVALUATIONS

14:01 (a) The purpose of the performance evaluations is for a supervisor to meet with an employee to share positive and constructive feedback on his/her performance in accordance with core competencies as established by the Employer. Performance evaluation meetings also provide an opportunity for employees to share feedback with their supervisors.

(b) An employee who feels that he/she has not been given a proper evaluation shall have the opportunity to reply in writing to any written expression of dissatisfaction under the employee comments section on the performance management and development evaluation form.

(c) Performance evaluations shall not be considered discipline.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15:01 Job Advertisements

(a) When a new classification is created inside the Bargaining Unit, the Employer shall post a job advertisement in the Staff Lounge for a period of not less than seven (7) calendar days.

When there is a vacancy identified by the Employer or when a new position is created inside the Bargaining Unit, the Employer shall post a job advertisement in the Staff Lounge for a period of not less than seven (7) calendar days. The Employer may advertise both internal and external concurrently.

- (b) No position shall be filled from outside the Bargaining Unit until applications of present employees have been fully processed.
- (c) Copies of all postings shall be supplied concurrently to the NAPE Local Secretary.
- (d) Information on Job Advertisements
 - * (i) Job advertisements shall be posted at both residences and contain: (1) job title; (2) Qualifications; (3) wage or salary rate or range; (4) hours of work; (5) whether shift work could be involved and whether it is days, nights or both; and (6) duties and responsibilities and (7) Residence of Vacancy.
 - (ii) Qualifications for a position shall not be established in an arbitrary or discriminatory manner.
 - (iii) For the purposes of this agreement, "Qualifications" means abilities, skills, experience, training/education and work record.

15:02 Employee Departmental Transfer

When an employee has an interest in working in a vacant position, or at any time, he/she can submit a written request or application, along with his/her resume to the Human Resources Department.

15:03 Role of Seniority in Promotions and Staff Changes

Where the Employer determines that two or more bargaining unit applicants have relatively equal Qualifications required for the position, seniority shall be the deciding factor

15:04 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days after which the Employer shall confirm the employee's appointment. If the employee proves unsatisfactory or the employee is not satisfied in

the position, he/she shall be returned to his/her former position. Any other employees shall also be returned to his/her former position. The employee may revert to his/her former position through mutual agreement with the Employer. An unsatisfied employee reverting to his position under this article is not permitted to apply for another vacancy in the same classification for a period of three (3) months. The parties may mutually agree to extend the time limits for the trial period.

• 15:05 Request for Additional Hours

Part-time employees may elect in writing twice per year in April and October if they are either, interested in being offered additional hours of work or the discontinuance of additional hours of work that was previously accepted. Part-time employees who have indicated a willingness to work additional hours shall, where operationally feasible, be offered additional hours and are expected to accept such hours. An employee who refuses such additional hours (3) times within a twelve (12) month period without providing a reason satisfactory to the Employer, in its sole discretion, will not be offered additional hours for six (6) months from the date of the last refusal.

ARTICLE 16 HOURS OF WORK

16:01 (a) Full-time

The normal full-time biweekly hours shall range from at least 75 hours to 84 hours, inclusive of meal breaks.

(b) Part-time

A part-time employee is regularly scheduled in advance to work a minimum of 40 hours biweekly.

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

16:02 The Employer will make every reasonable effort to avoid split shifts.

16:03 Meals and Rest Periods

(a) An employee shall be permitted two (2) paid fifteen (15) minute rest periods inclusive of hours of work from eight (8) to twelve (12) hours of work per day. Hours of work less than eight (8) hours per day shall be permitted one (1) fifteen (15) minute paid rest period

- (b) An employee shall be permitted two (2) thirty (30) minute meal periods in a twelve (12) hour shift. One shall be paid and one shall be unpaid. However, if the employee is required in writing to stay on the Employer's premises during these breaks, the unpaid meal period shall be paid.
- (c) Employees whose hours of work are between five (5) and twelve (12) hours shall be permitted one thirty (30) minute unpaid meal period for hours in addition to any entitlement under clause 16:03 (a).
- (d) Employees requested by their immediate supervisor to work his/her unpaid meal period shall be paid at their regular hourly rate.

16:04 Working Schedule

- * (a) The Employer shall plan days off in such a manner as to give each employee every second weekend off, unless otherwise agreed by mutual consent. Weekend means Saturday and Sunday off. The Employer will make every reasonable effort to accommodate an employee's written request to work weekends on a temporary or permanent basis.
- (b) The start day of a two (2) week schedule is on a Monday. The Employer shall provide a minimum of a two (2) week schedule to each employee, showing the shifts and days off work, by the Thursday prior to the Monday start of the schedule.
- (c) Employees may be permitted to change shifts with another employee provided the request is made in advance and approved in writing by their immediate supervisor. Requests for shift changes must be made in the pay period in which they occur and shifts may only be changed for another shift in the same pay period. Employees shall not be paid overtime for any hours worked as a result of an unapproved schedule change.
- (d) Employees shall be scheduled with two (2) consecutive days off during the work week except where mutually agreed.

16:05 No Guarantee

Provisions in this article do not constitute a guarantee of hours of work per day or per week, or of working schedules.

16:06 Rest Between Shifts

There shall be ten (10) hours rest between shift changes unless otherwise agreed by mutual consent.

ARTICLE 17 OVERTIME

17:01 (a) All time worked by an employee in excess of eighty-four (84) hours bi-weekly for employees working a twelve (12) hour shift and eighty (80) hours bi-weekly for all other employees who work shifts with a duration of less than twelve (12) hours, exclusive of meal periods, shall be paid at the applicable overtime rate. All overtime has to be pre-approved by the Employer.

* (b) All overtime hours worked shall be compensated at the rate of one and one-half (1½) of the employee's regular rate of pay for that position.

17:02 * (a) If the Employer requires an employee to work overtime beyond their regular scheduled hours as per 17.01 (a), such hours shall be compensated as per 17.01 (b).

(b) The employee has the option to choose pay or time off. If an employee chooses time off, it must be taken within the same calendar year. The employer will make every effort to approve such time off, however, should the employer be unable to approve time off for operational reasons, the accrued overtime will have to be paid by the end of the calendar year.

(c) Any banked overtime may be carried forward from month to month by the employee or the employee may request pay for such overtime, at any time not to extend beyond the calendar year in which it was accrued.

17:03 Sharing of Overtime

Except in emergency situations, hours of overtime shall first be offered to employees who normally work in the residence; and shall be shared as equally as possible among employees in the same classification and department who are qualified to perform such work.

17:04 Overtime Calculation

All overtime has to be approved by the Employer. Overtime shall be calculated in fifteen (15) minute units.

ARTICLE 18 IN-CHARGE PAY

18:01 In-Charge Pay

An hourly amount of \$1.00 shall be paid to those employees who are in a supervisory position or are designated as in charge when a manager is not on duty.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19:01 The rates of pay for all employees covered by this Agreement shall be as set forth in the attached Schedule "B" and shall form part of this Agreement.

19:02 Payment of wages shall be via direct deposit on Friday, bi-weekly.

ARTICLE 20 HOLIDAYS

20:01 The following are the statutory holidays that are recognized by the parties:

- (i) New Year's Day (January 1st)
- (ii) Good Friday (Friday preceding Easter Sunday)
- (iii) Victoria Day (Monday preceding May 25th)
- (iv) Memorial Day (Canada Day – July 1st)
- (v) Labour Day (September 1st)
- (vi) Thanksgiving Day (3rd Monday in October)
- (vii) Armistice Day (November 11th)
- (viii) Christmas Day (December 25th)
- (ix) Boxing Day (December 26th)
- * (x) St. John's Regatta Day

20:02 Compensation for Working on a Holiday

An employee required to work on a statutory holiday shall receive double time for each hour worked or he/she may elect to take time off at this rate.

20:03 Compensation for Holiday on Scheduled Day Off

- (a) Provided that an employee has been employed for at least thirty (30) days prior to the statutory holiday and has worked his/her scheduled shift prior to and after the statutory holiday, the employee shall be compensated for the statutory holiday on a pro rata basis in accordance with the average number of hours worked in a day for twenty one days immediately prior to the statutory holiday.

- * (b) If an employee works less hours on the paid holiday than a calculated day based on Article 20.03 (a), the Employer will pay the employee at their regular rate of pay for the actual hours worked, plus a regular calculated days' pay as per Article 20.03 (a).

20:04

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

ARTICLE 21 VACATION/PAID LEAVE

21:01

- * (a) Employees shall be provided with paid leave that shall be used for any purpose, including but not limited to vacation, sick, family, additional bereavement or personal leave. Employees who fail to accept work for reasons of illness or cancel a scheduled shift because they are sick are required to use any paid leave that is available to him/her at that time. Once an employee has exhausted his/her paid leave, they may be entitled to unpaid leave at the discretion of the Employer.
- * (b) Employees shall be entitled to paid leave in accordance with their hours of work as follows:

After completing:

(i)	less than 1950 hours worked:	4%
(ii)	1950 – 5849 hours worked:	4.8%
(iii)	5850 - 9749 hours worked:	6%
(iv)	9750 – 19499 hours worked:	6.8%
(v)	19,500 +	8%

- (c) Paid leave shall be banked as accrued wages and actual leave time shall be calculated as follows:

$$\text{Bank} \div \text{Current Wage} = \text{Available Leave Hours}$$

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

- 21:02 (a) There will be two (2) opportunities in a year for employees to request the use of paid leave for the purposes of vacation or personal leave. Such requests shall be granted by classification and department, with preference in accordance with seniority. Requests shall not be unreasonably denied.

- (b) All other requests shall be considered for approval on a first come first serve basis.

- 21:03 (a) Employees are expected to report to work in accordance with the work schedule unless a leave of absence has been approved in advance by the Employer. Where the reasons of leave are known in advance by the employee, a minimum of twenty-four (24) hours' notice must be provided to be eligible for paid leave. If the reasons for leave are unknown in advance, for which longer notice could not be provided, a minimum of three (3) hours' notice must be provided prior to the start of the scheduled shift to be eligible for paid leave.

- (b) Paid leave within this article that is not taken shall be paid out at the end of the calendar year, less five (5) days. The five (5) days is intended by the parties so that the employee is encouraged to use five (5) days for vacation leave.

ARTICLE 22 OTHER LEAVE

- 22:01 Family Leave

- (a) Subject to Clause 22.01 (b), an employee shall be granted unpaid family leave to:

- (i) Attend to the temporary care of a sick family member;
- (ii) Attend meetings with school authorities concerning a dependent child;
- (iii) Attend to the needs related to home or family emergency; or
- (iv) Accompany a dependent family member on a dental or

medical appointment

(b) In order to qualify for unpaid family leave, the employee shall:

- (i) Provide as much advanced notice to the Employer as reasonably possible
- (ii) Provide to the Employer valid reason why such leave is required;
- (iii) Where appropriate, and in particular with respect to 22.02 (a) (ii) and (iv), have endeavoured to a reasonable extent to schedule such events during off duty hours;
- (iv) The employee may be required to provide verification of circumstances resulting in requests for family leave.

* 22:02

Bereavement Leave

(a) If a death occurs in the immediate family of an employee, the employee shall be granted three (3) working days bereavement leave with pay.

In the event of a delayed interment, entitlement can be reserved to be accessed to correspond with the interment.

(b) In the event the death of an immediate family member occurs outside the province, the employee can access their entitled bereavement days upon the return of the deceased. If the employee has to travel out of the province due to the death of an immediate family member, the employee shall be entitled to (1) extra day bereavement leave with pay for the purposes of travel.

(c) Definition of Immediate Family Member

Immediate family is defined as the Employee's mother, father, brother, sister, child, spouse, legal guardian, grandparents, grandchild, common-law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother and stepchild.

(d) Leave to Attend Funeral

Employees are entitled to one (1) day bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew. Requests for such leave shall be given forty-eight (48) hours in advance where possible.

(e) Definition of Common Law Spouse

For the purposes of this Clause, a common-law spouse relationship is said to exist when, for a continuous period of at least once (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that were his/her spouse.

22:03 Maternity/Paternity/Adoption Leave

Maternity, Parental and Adoption leave will be granted in accordance with the Labour Standards Act. The following summarizes certain provisions within the Act:

- * (a) The Employer agrees to grant a leave of absence without pay or loss of seniority for the purpose of Maternity/Paternity/Adoption leave up to a maximum of seventy-eight (78) weeks. The Employer and the employee may mutually agree to additional leave.
- (b) The employee shall resume his/her former position and salary with increases upon return from leave.
- (c) An employee may return to work after informing the Employer of his/her intention with four (4) weeks' notice.

* 22:04 Jury or Witness Leave

If an employee cannot otherwise be excused, the Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who is summoned for jury service, serves as a juror, subpoenaed to attend a matter as a witness in a legal proceeding, or is required to participate in an arbitration hearing involving Tiffany Village Retirement Residence Partnership. The employee may be required to present proof of such attendance.

22:05 Education Leave

Upon written request, an employee may be granted unpaid educational leave of up to two (2) years.

* 22:06 Extended Leave of Absence

Subject to approval, an employee who has completed two (2) years' service may be granted unpaid leave to a maximum of twelve (12) months, subject to operational requirements of the Employer in its sole

discretion. Failure to return from leave will result in termination of employment, except when such failure is caused by sickness verified by a doctor and the Employer's third-party disability management consultant, or for another reason acceptable to the Employer.

ARTICLE 23 UNION LEAVE

23:01 Union Leave

- * (a) Leave without pay without loss of benefits shall be provided to two (2) employees from each residence owned and/or operated by Tiffany Village Retirement Residence Partnership who are members of the Union's Negotiating Team. The Employer will continue the employee's pay as usual and the Union will reimburse the Employer its costs. This leave is conditional on operational requirements.
- (b) Upon written request, Union Officers shall be granted an unpaid leave of absence without loss of benefits to attend Union functions provided they obtain permission from Management. The Employer will continue the employee's pay as usual and the Union will reimburse the Employer its costs.
- (c) An employee who is elected or selected for a full time Union position shall be granted a leave of absence without pay or loss of benefits for a period of one (1) year. This leave shall be renewed each year upon written request.
- (d) Where operational requirements permit, and provided at least fourteen (14) days written notice has been provided to the Employer in advance, the Employer may grant leave of absence without pay for a period of one (1) year for an employee selected for a full time position with the Union.

The period of leave of absence may be renewed upon request. Employees will not accrue any service or benefits during such an absence.

ARTICLE 24 CONFLICT WITH POLICY

- 24:01 (a) In the event there is a conflict between any expressed provision of this Agreement and any policies or regulations made by the Employer, this Agreement shall take precedence over the said regulations and policies.

- (b) In the event there is a conflict between a specific provision of this Agreement and Government Regulations, Government Regulations shall prevail.

ARTICLE 25 STRIKES AND LOCKOUTS

25:01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by employees of the bargaining unit of the Union on the premises of the employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this agreement.

ARTICLE 26 LABOUR MANAGEMENT COMMITTEE AND HEALTH & SAFETY COMMITTEE

* 26:01 Labour Management Committee

The parties agree to establish a Labour-Management Committee comprised of not more than four (4) employees and four (4) Employer representatives with equal representation from residences owned and/or operated by Tiffany Village Retirement Residence Partnership. The topics for discussion and the frequency of the meetings shall be determined by mutual consent of the parties, in accordance with the terms of reference established by the Committee.

26:02 Discussions held during Labour-Management Committee meetings shall be considered "without prejudice" and agreements reached shall not be binding on either party unless specifically agreed in writing between the Union and the Employer.

26:03 Occupational Health and Safety Committee

Recognizing its responsibilities under the Act, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) bargaining unit representative selected or appointed by the Union.

ARTICLE 27 HEALTH AND SAFETY

* 27:01 Injury on Duty

An employee who is injured during working hours is either required to leave for medical treatment or is sent home for such an injury shall receive payment for the employee's scheduled work day at his/her regular hourly

rate. This shall also be reported to WorkplaceNL as per the Workplace Health, Safety and Compensation Act.

27:02 Workplace Health, Safety and Compensation

Eligible employees, as defined by the legislation, shall be covered by the Workplace Health, Safety and Compensation Act. Employees must report all injuries in accordance with the Act.

27:03 Safety Equipment

If the Employer requires that safety equipment or supplies be used for the purpose of providing client service, the Employer will arrange for these items to be provided at no cost to the Employee.

27:04 Uniforms and Protective Clothing

(a) The Employer shall supply to each employee, at no cost to the employee, a maximum of two (2) uniforms per year. The employee shall be responsible for the care and maintenance of these items of clothing and shall wear them during work at all times. Replacements will be provided only if it is determined by management that replacement is warranted. The employees may continue to wear their present uniforms until they are worn out.

(b) The Employer agrees to provide required supplies such as, surgical gloves, hairnets, respiratory mouth pieces, rubber gloves for cleaning, aprons and proper apparel for special cases at no cost to the employees.

27:05 First Aid

An employee is responsible to have first aid certification upon commencement of employment. The Employer shall pay for enrollment and required material fees for First Aid re-certification for employees with a minimum of two (2) years' of service. This certification training will be offered in-house and scheduled during employees' non-working hours. The Employer shall endeavour to coordinate a time acceptable to the employee to attend this training. Employees will not be compensated for training time or any other expenses, other than the enrollment and material costs of the certification training. If an Employee fails to complete the scheduled training, the Employee will be responsible to obtain re-certification at his/her own expense prior to the expiration date.

ARTICLE 28 JOB DESCRIPTIONS

28:01 The Employer agrees to provide job descriptions for noted classifications in Schedule "B", sixty (60) days after the signing of this Collective Agreement.

ARTICLE 29 LIABILITY PROTECTION

29:01 Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 30 AMENDMENT TO AGREEMENT

30:01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 31 DEPARTMENT OF HEALTH OPERATING STANDARDS FOR HOME SUPPORT LICENSE

31:01 Employees are required, through the Operating Standards from the Department of Health governing agencies with home support licenses, to provide certain documentation including but not limited to medical record of good health, immunization records, evidence of specific training, and a clear record of conduct. Acquiring and maintaining such documentation is the responsibility of the employee.

ARTICLE 32 GROUP INSURANCE

32:01 The Employer shall continue its Group Insurance Plan for eligible employees and cost share 50% of the premiums for health and dental coverage; LTD for eligible employees is 100% employee paid.

ARTICLE 33 CONTRACTING OUT

33:01 The Company will not use contractors for the sole purpose of reducing the complement of employees within the bargaining unit. No employee will be laid off as a direct result of work being contracted out by the Company.

ARTICLE 34 DURATION

- 34.01 This Agreement shall be effective from the date of signing, until December 31, 2024, which time it shall expire, but remain in full force and effect until it is replaced by a new or revised Collective Agreement.

^ 34.02 Notice of Termination of Amendment

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

SCHEDULE "A"
(Certification Order)



Labour Relations Board

S491
IN THE MATTER OF

Labour Relations Act

- and -

**Newfoundland and Labrador Association
of Public and Private Employees**

Applicant

- and -

Tiffany Village Retirement Residence Partnership

Respondent

WHEREAS pursuant to the *Labour Relations Act*, an application for certification as bargaining agent for a unit of employees of Tiffany Village Retirement Residence Partnership has been received from Newfoundland and Labrador Association of Public and Private Employees by the Labour Relations Board;

AND WHEREAS following investigation, consideration of the representations of the interested parties and a vote, the Board has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees of the employer comprising such unit have selected the applicant trade union to be their bargaining agent;

NOW THEREFORE it is hereby ordered by the Labour Relations Board that Newfoundland and Labrador Association of Public and Private Employees be and it is hereby certified to be the bargaining agent for a unit of employees of Tiffany Village Retirement Residence Partnership comprising all employees save and except the Owner, Registered Nurses, Non-Working Supervisors and those above the rank of Non-Working Supervisors;

THE official seal of the Board was hereunto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 3rd day of November, 2014


Chief Executive Officer

SCHEDULE "B"

Classifications	January 1, 2021	January 1, 2022 2%	January 1, 2023 \$1.50	January 1, 2024 2%
Companion Care Attendant	\$15.00	\$15.30	\$16.80	\$17.14
Concierge	\$15.00	\$15.30	\$16.80	\$17.14
Cook**	\$16.94	\$17.28	\$18.78	\$19.16
Food & Beverage Associate	\$14.78	\$15.08	\$16.58	\$16.91
Housekeeper	\$14.78	\$15.08	\$16.58	\$16.91
LPN	\$26.00	\$26.52	\$28.02	\$28.58
Maintenance	\$19.99	\$20.39	\$21.89	\$22.33
Maintenance Assistant	\$15.92	\$16.24	\$17.74	\$18.10
Maitre'D	\$15.78	\$16.10	\$17.60	\$17.95
Recreation Coordinator	\$16.11	\$16.43	\$17.93	\$18.29
Recreation Program Coordinator	\$19.00	\$19.38	\$20.88	\$21.30
Resident Care Attendant**	\$18.50	\$18.87	\$20.37	\$20.78

****Effective January 1, 2021:**

An additional \$1.00 per hour to be paid to those employees who have received certification training as a Certified Red Seal Cook and a Certified Personal Care Attendant.

MEMORANDUM OF UNDERSTANDING

It is agreed between the parties that the employees, listed below, who are employed by Kenny's Pond Retirement Residence will be entitled to the following:

- Sick Leave – 8 days/year
 - o Accrued with every 150 hours worked to a maximum of 8 days
 - o 40% of unused sick leave paid out in the pay period before Christmas.

Employee Names:

1. Teresa Acierda
2. Phyllis Basha
3. Joan Breen
4. Angela Browne
5. Lisa Courage
6. Greg Eustace
7. Ernie Grimes
8. Mariena Hillier
9. Patrick Madden
10. Meghan McFayden
11. Samantha Murphy
12. Laura Peddle
13. Dianne Price
14. John Roche
15. Kyla Ryan
16. Mary Sutton
17. Ruby Wells
18. Rebecca Young

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 18th day of December, 2020.

SIGNED ON BEHALF OF TIFFANY VILLAGE RETIREMENT RESIDENCE PARTNERSHIP:

Andrea Perry
Leslie Conway

Mary Matthews
WITNESS

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

[Signature]
[Signature]

[Signature]
WITNESS