



COLLECTIVE AGREEMENT

between

**BAY ST GEORGE COMMUNITY
EMPLOYMENT CORPORATION**

and

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

(Expires: June 30, 2023)

This Agreement made this 15th day of Feb., 2022, Anno Domini two thousand and twenty-two.

BETWEEN:

The Bay St. George Community Employment Corporation,
of the one part

AND

Newfoundland & Labrador Association of Public & 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 referred
to as the Union)

of the other part.

This Agreement witnesseth that for and in consideration of premises and covenant, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 PREAMBLE

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment.

The Employer, the employees and the Union agree that the recognition of the following principles are of fundamental importance in maintaining harmonious and mutually beneficial relationships.

- (a) The support worker employees provide support to persons with a disability with secondary Employers as part of an affirmative action program established by the Employer to assist persons with a disability to become participating and independent workers in integrated employment situations.
- (b) The employees provide the necessary support to the persons with a disability to enable them to be employed competitively, in other words, gaining job related skills with a wide range of secondary Employees in the community and earning a fair wage.
- (c) All the parties recognize the importance of involving the person with a disability and their families and the secondary Employer together with the Employer and employees in the decision-making process about supporting persons with disabilities in employment opportunities.

- 1:02
- (a) In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.
 - (b) Nothing in this Agreement or done under this Agreement shall cause the Employer to violate the Acts or Regulations pursuant thereto entered into under the aforementioned Acts upon which its funding is contingent.

1:03 Plural Terms May Apply

For the purpose of this Agreement, the plural may indicate the singular and vice versa as the context may require.

ARTICLE 2 NO DISCRIMINATION

2:01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, on the basis of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion, nor by reason of his/her affiliation to the Union.

ARTICLE 3 NO HARASSMENT

- 3:01
- (a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.
 - (b) The Employer and the Union recognize the right of employees to work in an environment free from personal/sexual harassment and both parties shall undertake to investigate alleged occurrences, presented in written form, with all possible dispatch. If personal/sexual harassment of an employee/persons(s) with a disability has taken place, the Employer shall take appropriate action, to ensure that personal/sexual harassment ceases.
 - (c) The Employer and the Union agree that victim shall be protected from repercussions which may result from his/her complaint.
 - (d) The Employer and the Union agree that other forms of personal harassment such as mental, emotional, verbal harassments, exclusions and intimidation etc. shall not be

tolerated in the work environment.

- (e) All parties affirm the dignity of the individual and accordingly commit to the prevention or remediation of abusive situations, should they arise, through appropriate reporting as envisioned by the Collective Agreement.

3:02 Notwithstanding anything contained in this Agreement, any employee may present a personal written complaint to the Employer.

ARTICLE 4 MANAGEMENT RIGHTS

- 4:01
- (a) The Union recognizes and agrees that all rights, power and authority both to operate, manage and to direct the working force is rested exclusively with the Employer, except as specifically abridged or modified by the express provisions of this Agreement.
 - (b) The rights, power and authority referred to in Clause 4:01 (a), include the following:
 - (i) maintain order, discipline and efficiency;
 - (ii) hire, assign, retire, discharge, direct, promotion, demote, classify, transfer, layoff, recall, suspend, or otherwise discipline employees;
 - (iii) make, enforce and alter from time to time, rules and regulations to be observed by all employees;
 - (iv) determine in the interest of efficient operation and highest standards of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any service and the standards of performance for all employees;
 - (v) determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith. This will include the withdrawal or increase of the support required in

the workplace by any person with a disability;

- (vi) right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary and the increase or reduction of personnel in any particular area.
- (c) 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 Procedures.

ARTICLE 5 UNION SECURITY

5:01 All employees within the Bargaining Unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the Bargaining Unit, shall as a condition of employment, become members in good standing at the commencement of their employment.

5:02 Such employees will be advised that the Employer will not recognize any withdrawal of membership after being hired.

5:03 Acquaint New Employees

Upon employment an employee will be provided with information concerning:

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

5:04 The employee will be introduced to a Shop Steward. The Shop Steward will be permitted during working hours to meet at 35 Carolina Avenue and provide Union orientation as soon as scheduling permits.

5:05 The Employer agrees to acquaint new employees with the fact that an Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security.

5:06 Interviewing Opportunity

A representative of the Union shall be given an opportunity upon written notice to interview each new employee with his/her approval within regular working hours without loss of pay for a maximum of one (1) hour during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Such interviews shall take place at the premises of the Employer (35 Carolina Ave.).

ARTICLE 6 DEFINITIONS

- 6:01
- (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 7.
 - (b) "Classification" means the identification of a position by reference to a class title, namely support worker, and a wage rate.
 - (c) "Day" means a seven and one-half (7 ½) hour working day unless otherwise stipulated in this Agreement.
 - (d) "Employee or employees" where used, is a collective term except as otherwise provided herein, including all persons employed in the category of employment contained in the Bargaining Unit.
 - (e) "Employer" means the Board of Directors of the Bay St. George Community Employment Corporation.
 - (f) "Family or advocate" shall refer to the family or advocate of the person with a disability that may assist the person with a disability in supported decision making.
 - (g) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged

violation of the terms of this Agreement.

- (h) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designed as a holiday in this Agreement.
- (i) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with Article 15.
- (j) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (k) "Overtime":
 - (i) Full time employees: All time worked by a full time employee in excess of seven and one-half ($7\frac{1}{2}$) hours per day or thirty-seven and one-half ($37\frac{1}{2}$) hours per week shall be considered overtime.
 - (ii) Part-time employees: All time worked by a part-time employee in excess thirty-seven and one-half hours ($37\frac{1}{2}$) on a weekly basis shall be considered overtime.
- (l) "Part-time employee" means a person who is regularly scheduled to work less than a full number of working hours in each work week.
- (m) "Permanent employee" means a person who has completed his/her probationary period and is employed without reference to any specific date of termination.
- (n) "Person(s) with a disability" shall refer to the persons who have been accepted to receive support as Consumers of the Employer.
- (o) "Premises" shall refer to the premises of the Bay St. George Community Employment Corporation, 35 Carolina Ave., Stephenville.
- (p) "Probationary employee" means a person who has worked less than the prescribed probationary period.

- (q) "Probationary period" means a period of fifty (50) working days (which is 375 hours total) during which the Employer in its discretion may lay off or dismiss a probationary employee without it being made a subject of a grievance or arbitration process.
- (r) "Scheduled" means in writing and posted in accessible places to all employees at the Employer's premises (35 Carolina Ave.).
- (s) "Secondary Employer" shall refer to the person(s), agency(s), Corporation(s), Company(s) with whom the person with a disability is employed and who set the terms and conditions of the employment for the person with a disability (which the Employer under this Agreement has agreed to provide).
- (t) "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 salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
- (u) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work.
- (v) "Union" refers to the Newfoundland & Labrador Association of Public & Private Employees.
- (w) "Vacancy" means any position within the Bargaining Unit the Employer requires to be filled either permanent, part-time or of a temporary nature.
- (x) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday inclusive.
- (y) "Year" means the fiscal year, related to Government funding, unless otherwise provided.

ARTICLE 7 RECOGNITION

7:01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for employees within the Bargaining Unit as listed in the Certification Order issued by the Labour Relations Board.

(b) Temporary and part-time employees are included in the Bargaining Unit.

7:02 Any unresolved dispute on future inclusions or exclusions in the Bargaining Unit will be referred by either party to the Labour Relations Board.

7:03 No Other Agreements

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

7:04 Shop Stewards

In the interest of maintaining a harmonious relationship between the Employer, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards to investigate complaints and prepare and present grievances on behalf of employees. Investigation by Shop Stewards is not to take place on the premises of the secondary employer without prior approval of the Employer. Such approval shall not be unreasonably denied.

7:05 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union. This bulletin board will be at the premises of the Employer (35 Carolina Ave.). The use of such a bulletin board facility shall be restricted to the business affairs of the Union.

7:06 Union Access

(a) Employees shall have the right at any time to have the assistance of a Shop Steward or a full time representative of the Union on all matters relating to

Employer/employee relationships. 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.

Whenever and wherever possible, discussions and investigations shall be conducted outside of work hours.

- (b) Permission to hold meetings on the Employer's premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employers.

7:07

Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are in the Bargaining Unit, except for the purpose of instructing, experimenting, emergencies, or when regular employees are not available and providing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

ARTICLE 8

CHECKOFF

8:01

The Employer shall deduct from the salary or wages of all employees within the Bargaining Unit, the amount of membership dues and Local fees on a weekly basis and forward the same monthly to the Union accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and SIN;
- (c) changes from previous list, e.g. additions, deletions, employee status, layoff, resigned, promoted outside the Bargaining Unit, etc.

8:02 The Employer agrees that when issuing T4 slips the amount of membership dues and Local fees paid by an employee to the Union during the current year will be recorded on his/her T4 statement.

8:03 The Union shall inform the Employer in writing of all authorized deductions to be made.

ARTICLE 9 CORRESPONDENCE

9:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the President of the Union and a copy to the Local President.

ARTICLE 10 GRIEVANCE PROCEDURE

10:01 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

10:02 Shop Steward

The Employer acknowledges the right of the Union to appoint or elect three (3) Shop Stewards.

10:03 Name of Steward

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

10:04 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration

hearings. It shall be understood that whenever and wherever possible, the Grievance Procedure shall be dealt with outside of work hours.

10:05 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld providing justification is provided as to why it must take place during working hours.

10:06 Settling of Grievances

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

Step 1

The aggrieved employee shall within five (5) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with his/her Shop Steward, may within five (5) working days following receipt of the grievance, submit his/her grievance in writing to the employee's Supervisor and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Supervisor's decision shall be given to the Shop Steward in writing within five (5) days of receipt of the grievance.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within thirty (30) calendar days of the decision in Step 2.

10:07 Time Limits

Notwithstanding any other provision excepting Clause 11:07 of the Article, time limits fixed by this Article shall be

considered mandatory. Failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the time limit so fixed by this Article then the grievance shall be deemed to be upheld and the redress sought implemented.

10:08 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement the Union may initiate a grievance and shall commence at Step 2.

10:09 Replies in Writing

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

10:10 Facilities for Grievance Meetings

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

10:11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 29:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

10:12 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error.

10:13 Suspension or Dismissal Arbitrable

Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

ARTICLE 11 **ARBITRATION**11:01 **Notification of Arbitration**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement within fourteen (14) calendar days of exhausting the grievance procedure. The request shall include a suggested name to act as sole Arbitrator in the dispute.
- (b) The party to whom notice is given under Clause 11:01 (a) shall within ten (10) calendar days after receipt of notice, notify the other party of its agreement or disagreement with the suggested Arbitrator.

11:02 **Failure to Agree**

If the parties fail to agree on an acceptable Arbitrator, the Minister of Employment and Labour Relations shall appoint an Arbitrator upon the request of either party.

11:03 **Arbitration**

The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In his/her deliberations, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time of appointment.

11:04 **Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

11:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall do within ten (10) days.

11:06 Expenses of the Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

11:07 Amending the Time Limits

The time limits fixed in both the Grievance and Arbitrator Procedures may be extended by mutual agreement between the parties.

11:08 Witnesses

At any stage of the Grievance or Arbitration Procedures the parties may require the attendance of any employee concerned as a witness which attendance will be compulsory upon request of either party. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

11:09 Conflict of Interest

No person

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

ARTICLE 12 LABOUR MANAGEMENT COMMITTEE12:01 Establish Management of Committee

A Labour Management Committee shall be established consisting of two (2) representatives or alternates of the Union and two (2) representatives or alternates of the Employer. The numbers may be reduced or increased by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representative or alternates selected.

12:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, persons with a disability, parents or advocates, Secondary Employers and the Employer;
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

12:03 Meetings of Committee

The Committee shall meet at least once each quarter at a mutually agreeable time and place. The quarterly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

12:04 Chairman of the Meeting

The Meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairman will be selected by the Union.

12:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairman and Vice Chairman as promptly

as possible. The Minutes shall be available to all members of the Union on the premises of the Employer near to the bulletin board but shall not be posted publicly to avoid confidential information about the Union, Employers and others being viewable.

12:06 Jurisdiction of Committee

The Committee shall not superseded 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 discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 13 PROMOTION, DISCHARGE, SUSPENSION, DISCIPLINE

13:01 (a) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list until such time as he/she has completed sixty (60) days' work with the Employer.

(b) Discipline

Any employee who is suspended or dismissed shall within five (5) days of such suspension or dismissal, be provided with written notification which shall state the reason for the suspension or dismissal.

(c) All dismissals, suspensions and other disciplinary action shall be subject to formal Grievance Procedure as outlined in Article 10, if the employee so desires.

13:02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated to the former position held 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 a Board of Arbitration, if the matter is referred to such a Board.

13:03

Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any future infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within five (5) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed such written censure shall not become part of his/her record for use against him/her at any time.

13:04

Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the 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 part of his/her record for use against him/her at any time. The employee's written reply to such dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of the employment record of the employee shall be removed and destroyed after twenty-four (24) months have elapsed.

13:05

Personal Files

There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Employer's office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file and may be accompanied by a representative of the Union.

ARTICLE 14 SENIORITY

14:01 Subject to Clause 14:04, seniority is defined as the length of service with the Employer and shall date from the first date of hire by the Employer. Subject to Clause 15:07, seniority shall be the directing factor when any decision is made with regard to work of the bargaining unit, providing that the employee concerned has the necessary qualifications including skills, experience, training and the perceived ability to relate to a person with a disability, to perform the required work. Determination of qualifications shall be made by the Employer. Determination of qualifications shall not be made in a manner that is arbitrary, discriminatory or in bad faith.

14:02 Seniority Lists

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which each employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Union and delivered to each employee in January of each year.

14:03 Seniority

Employees hired after the signing of this Agreement shall be on a probationary bases in accordance with Clause 13:01 of this Agreement. Upon completion of the probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

14:04 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work without the approval of the Supervisor, or without giving notice, or without sufficient cause;

- (d) he/she fails to return to work immediately following a layoff and after being notified in writing delivered by courier or by hand to do so except when such failure is caused by sickness verified by a Doctor's certificate or for other just cause. It shall be the responsibility of the employee to keep the Supervisor informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall notify the Supervisor within twenty-four (24) hours of delivery whether or not he/she will return to work.
- (e) he/she is laid off or on leave without pay for a period longer than twenty-four (24) months;
- (f) employees shall have the right to refuse recall without loss of seniority to a worksite that is more than twenty (20) kilometers from his/her home;
- (g) he/she refuses recall, four (4) times without just cause, to casual, part-time, temporary or permanent employment.

14:05

Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. He/she shall retain his/her seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority while outside the Unit. An employee permanently transferred outside the Bargaining Unit shall lose all seniority in the Bargaining Unit.

14:06

Transfers Inside the Bargaining Unit

The Employer shall have the right to transfer employees within the bargaining unit. The Employer shall endeavour to transfer employees in a manner which is least disruptive to Consumer/support worker relationships.

ARTICLE 15 PROMOTION AND STAFF CHANGES

15:01 When a vacancy occurs either inside or outside the Bargaining Unit the Employer shall post a notice of the position in accessible place in the Employer's premises where the position is of a duration of not less than six (6) months. Advance notice of hiring shall be one (1) week unless the position must be filled on a more immediate basis. Copies of all postings are to be supplied concurrently to the Local President.

15:02 Information on Posting

For the vacancies or new positions inside the Bargaining Unit, such notices shall contain the following information: title of position, qualifications, wage or salary rate, and whether shift work could be involved.

15:03 When a vacancy occurs in an established position within the Bargaining Unit, or when a new position is created within the Bargaining Unit, the position shall be filled from the seniority list consistent with Clause 14:01. If the position is not filled, the Employer may advertise to fill the position from outside the Bargaining Unit.

15:04 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

15:05 Disability Provisions

An employee who has become incapacitated by injury or illness will be employed in other work which he/she can do providing a suitable position is available.

15:06 Subject to Clause 14:01, where possible, as an alternative to layoff, permanent employees shall be transferred to positions held by less senior employees provided that the employees are qualified to perform the required work. Accordingly, this Clause shall in no way restrict or narrow the scope or intent of Clause 14:01. It is acknowledged by the parties that in the event a senior employee cannot be transferred to a position held by a less senior employee due

to Clause 14:01, or any other Clause contained herein, then that employee will be placed on the recall list to be recalled pursuant to Article 16.

15:07 Subject to Clause 14:01, the Employer shall take a number of measures to ensure that senior employees are given consideration over junior employees with respect to recall, layoff and the filling of vacancies. The Employer agrees to set up a committee of the Board to include senior Corporation staff, appropriate professionals, persons with disabilities and families/advocates. The Employer shall give the opportunity of an interview to employees in determining their qualifications. The purpose of this Clause is to ensure that employees in an open way are given full consideration to fully comply with the obligations set out in the seniority provisions.

ARTICLE 16 LAYOFF AND RECALL

16:01 Recall Procedure

Subject to Clauses 14:01 and 15:07:

- (a) Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required consistent with Clause 14:01.
- (b) Clause 16:01 (a) does not apply to seasonal layoffs to a maximum of three (3) calendar months in duration. With respect to such seasonal layoffs, employees shall be recalled to positions from which they were laid off.
- (c) Employees shall be trained in as many areas of employment as possible, in accordance with Article 14 of this Agreement.

16:02 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required consistent with Clause 14:01.

16:03 Notice of Layoff/Reduction in Hours in Excess of One (1) Week

The period of notice to be given by the Employer is:

- (a) one (1) week if the employee has been continuously employed by the Employer for a period of one (1) month or more but less than two (2) years;
- (b) three (3) weeks if the employee has been continuously employed by the Employer for a period of two (2) years or more.

ARTICLE 17 HOURS OF WORK AND WORK SCHEDULE

17:01 Hours of work and work schedule shall be determined by the Employer on the basis of the support requirement of the person with a disability. Where possible and appropriate the normal hours of work for full-time permanent employees, shall be thirty-seven and one-half (37 ½) hours per weeks, on a bargaining unit wide basis.

17:02 Rest Periods

All employees shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift at times to be determined by the Employer. Where the secondary Employer requires the person with a disability and the Support Worker to work their regularly scheduled breaks the Employer agrees to compensate at a rate of time and one-half (1 ½) the Support Worker's wages providing the break cannot be rescheduled for another time of the day.

17:03 Days Off

Days off for all employees shall reflect the days the Employer is not required to support the person with a disability. However, every reasonable effort will be made to give two (2) consecutive days off per week. In any event, time worked in excess of thirty-seven and one-half (37 ½) hours per week shall be paid at the appropriate overtime rate.

17:04 Hours of Work for Part-Time Employees

The hours of work for part-time employees shall reflect the hours which are required to support a person with a disability. Part-time employees shall not be scheduled to work less than three (3) consecutive hours per day. Where a part-time or temporary employee is scheduled to work and later informed, with less than twelve (12) hours notice, not to report, the employee shall receive compensation for the first shift of work.

17:05 Working Schedule

- (a) When an employee's days off are changed without having been given at least forty-eight (48) hours prior notice of having to work on his day(s) off, he shall be paid double (2x) his regular hourly rate for each hour worked on the scheduled day(s) off.
- (b) Employees shall not be scheduled for more than five (5) consecutive days of work unless mutually agreed otherwise between the Supervisor and the employee.

ARTICLE 18 OVERTIME

18:01 Approval of Overtime

All overtime is subject to the prior approval of the Supervisor.

18:02 Normal Overtime Rate

- (a) The normal overtime rate shall be either pay or time off, at the rate of time and one-half (1 ½).
- (b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Supervisor. The employee's decision to receive time off must be conveyed to the Supervisor within thirty-six (36) hours of the conclusion of the overtime.

18:03 Meal Periods

Meal periods may vary depending on the circumstances around the Secondary Employer, the person with a disability and other factors. All employees shall be entitled to one-half ($\frac{1}{2}$) hour. Employees who are required to provide support to a person with a disability during meal periods shall be paid at a rate consistent with regular time.

18:04 Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday as listed in Clause 19:01, the Employer will:

- (a) pay to the employee twice the wages properly earned by the employee for that day under the contract of service; or
- (b) permit the employee to enjoy one (1) full day's holiday with the same pay that the employee would be entitled if that day were a paid holiday. The employee's decision to receive time off must be conveyed to the Supervisor within seventy-two (72) hours of working on the holiday;
- (c) permit the employee to add to any annual vacation to which the employee is entitled, one (1) extra full day with the same pay that the employee would be entitled to if that day were a paid holiday, the choice of which rests solely with the employee.

18:05 No Layoff to Compensate for Overtime

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

18:06 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid for all hours worked providing that the employee has worked in excess of thirty-seven and one half ($37 \frac{1}{2}$) hours for the week at the rate of time and one-half ($1 \frac{1}{2}$).

18:07 Calculating of Overtime Rates

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

18:08 Callback

A full time employee who is called back to work outside his/her normal working hours shall be paid for a minimum of three (3) hours at the applicable overtime rate.

18:09 An employee told during his/her regular shift to work overtime following the shift shall be paid at the rate of \$21.70 for meal allowance. Subject to minimum of three (3) hours worked over and above the employees regular shift and proof of incurred cost.

ARTICLE 19 HOLIDAYS

19:01* The following shall be designated paid holidays:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) Easter Monday
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Canada Day
- (h) Orangeman's Day
- (i) Labour Day
- (j) Truth and Recognition Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) Christmas Day
- (n) Boxing Day
- (o) One (1) additional day in each year that, in the opinion of the Supervisor, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an

additional day at a time to be determined by the Employer.

19:02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

19:03 Holidays as outlined in Clause 19:01 shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked twenty (20) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

19:04 Statutory Holiday During Leave

If an employee is sick on the day that the statutory holiday is designated, the employee shall be charged for the statutory holiday and there shall be no reduction from the employee's sick leave.

ARTICLE 20 ANNUAL LEAVE

20:01 (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>Number of Days</u>
Up to 6 years	15
From 6 to 17 years	20
In excess of 17 years	25

(b) The following provisions respecting annual leave shall apply:

(i) no annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave;

- (ii) when an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period;
 - (iii) when an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days;
 - (iv) part-time employees shall be entitled to payment for annual leave in accordance with their years of service. For example, after seven (7) years of service, an employee who works four (4) hours a day will be entitled to twenty (20) days at four (4) hours per day.
- (c) Employees will be required to repay any overpayment in case of termination of employment for any reason. The Employer is authorized to recover the calculated overpayment by deduction of final wages or by a means suitable to both parties.
 - (d) The minimum amount of annual leave taken shall be three (3) hours for all employees.

20:02 Annual leave shall not be taken except with the prior approval of the Supervisor. However, subject to the operational requirements the Employer shall make every effort to grant the employee his/her annual leave at a time requested by the employee.

20:03 Employees shall have the right to refuse to work during periods of annual leave. In the event an employee agrees to work during periods of annual leave, he/she shall receive pay at the rate of double time (2) and will not be charged with annual leave for that period.

20:04 Annual Leave Carryover

Where possible, an employee may carry forward to another

year any proportion of annual leave not taken by him/her in previous years, until by so doing he/she has accumulated a maximum of:

- (a) twenty (20) days' annual leave, if he/she is eligible for fifteen (15) or twenty (20) days in any year;
- (b) twenty-five (25) days' annual leave, if he/she is eligible for twenty-five (25) days in any year.

20:05

- (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer, provided that the employee submits a certificate(s) acceptable to the Employer, signed by a qualified medical practitioner:
 - (i) by the date the employee's approved annual leave period expires; or
 - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the Employer may require. The medical certificate shall state that during the period of his/her absence (which shall be stated on the certificate) he/she was unable to perform his/her duties and in addition, the reason(s) for such absence should be given.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.

20:06

For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination, may have service prior to layoff or termination credited to them for annual leave purposes.

20:07

Part-time employees may, if they so desire, receive their vacation pay on their weekly pay cheque.

ARTICLE 21 SICK LEAVE

21:01 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.

21:02 (a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.

(b) The maximum number of days sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.

(c) An employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.

(d) A temporary employee who reports to work and becomes ill shall be entitled to use his/her accumulated sick leave credits and shall suffer no loss of pay.

21:03 **Deduction from Sick Leave**

A deduction shall be made from accumulated sick leave for all scheduled working days absent for sick leave. Absence for less than one (1) day shall be deducted on an hourly basis.

21:04 **Proof of Illness**

The Employer may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Employer. If an employee is required to pay for any medical certificate, the employee shall submit receipt for reimbursement.

21:05 Sick Leave Records

Sick leave records are available on request.

21:06 Injury on Duty

Any employee who is injured during working hours and is either required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his/her regular rate without deduction from sick leave.

21:07 Sick Leave During Special Leave Without Pay

An employee on special leave without pay shall not accumulate sick leave during such period of special leave without pay.

21:08 Sick Leave Credits for Part-Time and Temporary Employees

Sick leave credits shall be determined on a proportional basis to the number of hours worked relative to the full time rate of two (2) days per month of service.

21:09 For the purpose of Clause 21:02, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service, computed in full or half days shall, in each case, be deemed to have had a month of service.

21:10 Extension of Sick Leave

When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is 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 Employer.

ARTICLE 22 LEAVE OF ABSENCE

22:01 Representatives of the Union not to exceed two (2) employees shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or take part in negotiating meetings.

22:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the Grievance or Arbitration Procedures. The Employer shall make every effort to provide relief support when representatives must leave work. However, employees shall not leave work without the prior approval of Supervisor. Wherever and whenever possible that these procedures take place outside of work hours.

22:03 Leave of Absence

The Employer may, in its discretion, grant a leave of absence with or without pay to any employee for education and/or personal reason. Request for leave of absence shall be in writing and submitted to the Manager. Any employee shall not be required to use his/her accumulated vacation before requesting a leave of absence for educational purposes.

22:04 Leave of Absence

The Employer shall grant leaves of absence with pay for two (2) employees to attend to Union Conventions and Seminars provided that:

- (a) the total leave of absence granted hereunder shall not exceed fifteen (15) working days per year of this Agreement;
- (b) the Union gives ten (10) calendar days' notice of such leave to the Employer. Such leave shall not be unreasonably denied.

22:05 Leave for Full Time Representative

An employee who is selected or elected for a full time position with the Union or any body with which the Union is

affiliated shall be granted leave of absent without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, upon request, during his/her term of office.

22:06

Bereavement Leave

- (a) (i) In the case of the death of an employee's mother, father, step-mother, step-father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days.
- (ii) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.
- (iii) In the case of aunt or uncle, one-half (1/2) day.
- (b) If the death of a relative referred to in Clause 22:06 (a) (i) 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.
- (c) In cases where extraordinary circumstances prevail, the Employer may, at its discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 22:06 (a) and (b).
- (d) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days of annual leave.

22:07

Maternity Leave

- (a) The commencement and termination dates of an employee's unpaid maternity leave shall be matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the Employer is aware of her pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a

maximum of fifty-two (52) weeks' maternity leave under this Clause.

- (b) The Employer reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 22:07 (a) if the state of her health becomes incompatible with the requirements of her job.
- (c)
 - (i) The employee shall resume her former position and salary upon return from maternity leave with no loss of accrued benefits.
 - (ii) Employees while on maternity leave shall continue to accumulate service for seniority purposes, including promotions, layoffs and recalls.
- (d) Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for annual leave or sick leave purposes.
- (e) The employee may return to duty after two (2) weeks' notice of her intention to do so on submission of a satisfactory certificate of fitness from her physician.
- (f) Any 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.

22:08

Adoption Leave

- (a) Subject to the approval of the Employer, an employee may be granted special leave without pay for up to fifty-two (52) weeks following the adoption of a child.
- (b) The provisions of Clause 22:07 (c) shall also apply to leave for adoption of a child.
- (c) Employees while on special leave without pay under this Clause shall continue to accumulate service for seniority purposes including promotions, layoff and recalls.

22:09 Paid Jury or Court Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as a juror or witness in any Court, or who is required to attend jury selection. The employee will present proof that he/she attended as a juror, witness in Court, and for the purpose of jury selections. Any remuneration the employee receives from the Court will be over and above his/her pay and benefits from the Employer.

22:10 Education Leave

An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

22:11 General Leave

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

22:12 Family Leave

Subject to the approval of the Employer, an employee may be granted special leave with pay not exceeding five (5) days a year to attend to the temporary care of sick family members; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; home or family emergencies. The minimum family leave taken at any time shall be three (3) hours.

22:13 Parental Leave

(a) An employee, who is the parent of a child, is entitled to fifty-two (52) weeks parental leave following the birth of a child.

- (b) The employee shall give the Employer two (2) weeks' notice of the date the leave will begin.
- (c) The parental leave of an employee who takes maternity leave shall begin when the maternity leave ends.
- (d) Parental leave may begin no more than fifty-two (52) weeks after the day the child is born.
- (e) Employees on parental leave shall continue to accumulate service for seniority, annual leave, step progression.

22:14

Extended Unpaid Leave

Upon written request, a permanent employee who has completed four (4) years of service shall be granted one (1) unpaid leave to a maximum of twelve (12) consecutive months, provided that such leave shall not cause an unreasonable interference with the Employer's operations. Employees, who are on unpaid leave, shall suffer no loss of accumulated benefits. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23:01

Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every week. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions. Employees shall be paid within five (5) working days of the end of the pay period.

23:02

Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation,

upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

23:03 Pay on Temporary Transfer

An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that he/she fills the position for a period of at least one (1) day.

23:04 Shift Premium

There shall be a premium of two dollars and thirty cents (\$2.30) per hour for all hours worked on weekdays between 1800 hours and 0800 hours the following day; and two dollars and fifty-five cents (\$2.55) per hour for all hours worked between the hours of 0001 on Saturday and 2400 hours on Sunday.

ARTICLE 24 PERSONAL LOSS

24:01 Subject to Clause 24:02 and 24:03 where an employee in the performance of his/her duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee to a maximum of three hundred twenty-five dollars (\$325). The Employer reserves the right to have claims above three hundred twenty-five dollars (\$325) reviewed by a committee comprising of Board members, Staff and Union representation to have the circumstances of each claim fully assessed.

24:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Supervisor.

24:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

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 members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the terms of this Agreement.

ARTICLE 26 TERMINATION OF EMPLOYMENT

26:01 The period of notice to be given by employees of their intention to terminate their employment is:

(a) one (1) week for probationary employees;

(b) three (3) weeks for permanent employees.

26:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

26:03 The period of notice may be reduced or eliminated by mutual agreement.

26:04 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued leave (no annual leave shall take place during this period unless mutually agreed) not taken by him/her prior to the date of termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 27 PENSION PLAN

27:01 The Employer is prepared to offer the employees of this Bargaining Unit the opportunity to participate in the Government sponsored money purchase plan.

ARTICLE 28 EFFECT OF LEGISLATION28:01 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 portion thus invalidated may be amended as required by law.

ARTICLE 29 AMENDMENT BY MUTUAL CONSENT

29:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 30 TRAVEL ON EMPLOYER'S BUSINESS

30:01 (a) The Employer and the Union agree that travel outside of the Region serviced by the Employer or overnight travel on Employer's business that the Employer will compensate at the maximum rate allowable for meals, inclusive of taxes and gratuities be as follows:

Forty-three dollars & seventy cents (\$43.70) per day:

Breakfast - \$8.00
Lunch - \$14.00
Dinner - \$21.70

(b) An employee shall receive ten dollars and ninety-five cents (\$10.95) when they are required by the Employer to accompany a Consumer to eat at a restaurant.

30:02 When an employee has been in consecutive overnight travel status, charges for laundry and valet services (not including dry cleaning) are reimburseable up to the maximum amount

in the following schedule:

<u>Number of Consecutive Nights on Travel Status</u>	<u>Maximum Allowable Claim</u>
1 - 3	Nil
4 - 7	\$ 3.50
8 - 14	7.50
15 - 21	10.50

For each additional seven (7) nights	\$ 3.50
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- 30:03 Receipts are required for claims submitted in accordance with this Clause.
- 30:04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.
- 30:05 Employees who voluntarily accompany a person with a disability to functions, i.e. socials, conventions, etc., outside of the scheduled working hours shall not be considered to be on Employer's business.
- 30:06 Employees required to use their personal vehicle for travel on Employer's business will be paid at the current provincial rate providing no alternate arrangement exists with a third party.
- 30:07 Employees who are required to provide a vehicle as a condition of employment or who may be authorized to use their personal vehicle on Employer's business, shall be compensated as per the Memorandum of Agreement Re: Kilometer Rate Adjustment Formula.

ARTICLE 31 JOB CLASSIFICATIONS

31:01 Job Classification and Job Description

Within the bargaining unit, there shall be one (1) classification, Support Worker. The job description for Support Worker is included in this Agreement as per Schedule "B".

31:02 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent.

31:03 Work Within the Classification

No employee shall be required to perform duties outside of his/her classification.

ARTICLE 32 DURATION

32:01* This Agreement shall be in full force and effect for the duration from the date of signing to June 30, 2023.

32:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.

ARTICLE 33 OCCUPATIONAL HEALTH AND SAFETY

33:01 The Employer agrees to co-operate 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 and deal with employee's concerns regarding possible dangerous or unsanitary working conditions. It shall be the exclusive role of the Employer to raise concerns to Secondary Employers.

33:02 Employees required to work under dangerous or unsanitary conditions shall be supplied with items necessary to complete the work required.

ARTICLE 34 CONTRACTING OUT

34:01 Subject to this Clause, the Employer agrees that it will not contract out support worker support services that would otherwise continue to be provided by support workers of the Employer. However, the parties recognize that it is the function and objective of the Employer to maximize the independence of the person with a disability and that gradual withdrawal of service workers' services is both expected and necessary. Accordingly, this Clause shall in no way restrict the ability of the Employer to reduce, re-organize or provide through other means, support services where such reduction, re-organization or alternative provision is a result of the increased independent development of the person with a disability in question.

ARTICLE 35 ADVERSE WEATHER CONDITIONS

35:01 The following provisions shall apply to employees during adverse weather conditions necessitating road closure as declared by the Police or Department of Works, Services and Transportation:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of his/her own is unable to report for work, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up in any way for time lost due to not reporting for work.
- (c) An employee who worked during the emergency will be paid at a rate of time and one-half (1 1/2) for all hours worked.

ARTICLE 36 EMPLOYEE BENEFITS

36:01 Group Life and Extended Health Benefits

- (a) The Employer shall provide Group Life and Extended

Health Benefit Plan coverage for employees.

- (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premiums of the Plan and the employees will pay fifty percent (50%).
- (c) When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.

36:02

Workers' Compensation Pay Supplement

All employees shall be covered by the Workers' Compensation Act. Pending a settlement of the insurable claim, the employee shall continue to receive net pay and benefits of this Agreement subject to necessary adjustments. Payments under this Clause shall not be deducted from the employee's accumulated sick leave credits. Should provincial legislation change the Employer agrees to pay top-up as per the formula.

*

SCHEDULE "A"

The salary scale applicable to the position within the Bargaining Unit is as follows:

July 1, 2021	2%
July 1, 2022	2%

SALARY SCALE

<u>Effective</u> D M Y	<u>Annual</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
01/07/2021	Hourly	\$14.90	\$15.64	\$16.26
01/07/2022	Hourly	\$15.20	\$15.95	\$16.59

Retroactivity applies**Step Progression**

1. New employees shall advance one (1) step annually on the salary scale effective when twelve (12) months of service is accumulated, and thereafter from year to year until the top scale is achieved.
2. For employees other than those considered permanent (full time) employees under this Agreement, these employees will receive a step advancement on a pro rata basis, i.e. when these employees work an equivalent twelve (12) months of service.

SCHEDULE "B"**JOB DESCRIPTION
SUPPORT WORKERS**

Support workers are required to provide the support necessary to assist persons with a disability become fully participating workers in their employment situations.

Duties will be:

1. To take direction from and report directly to the Bay St. George Community Employment Corporation, and to take direction from and report to the secondary Employer as directed by the Bay St. George Community Employment Corporation.
2. To work as a member of a team with the person with a disability, the Bay St. George Community Employment Corporation, family/advocate, and the secondary Employer, to enhance success for the person with a disability as outlined by the individual long term employment plan, leading to and sustaining competitive, paid employment/self-employment.
3. In as much as the Employer provides services which are highly individualized, and employment situations often vary, plans will be substantially different. Support workers may be required to provide supports in the areas of money skills, bank reconciliations, marketing, etc., working with and guided by senior staff of the Bay St. George Community Employment Corporation.
4. To provide confidentiality with respect to personal and private needs of the person with a disability, and to provide confidentiality with respect to a corporate nature, i.e. situations and circumstances surrounding the Bay St. George Community Employment Corporation, the secondary Employer and the self-employment of the person with a disability.
5. To provide a dignified representation of persons with a disability, through the use of appropriate language and

manner, at the work site and within the community.


6. To work as a team alongside the person with a disability, to make best possible effort to promote discrete full integration of the person with a disability, at the work site and within the community.
7. To support the person with a disability with life skills such as personal care, communication, appropriate behaviour and other skills necessary for success in their employment situations.
8. To assist the person with a disability become a full participating member of the work force, by helping them to achieve independence through proper role modelling, skills teaching, and through other least restrictive methods as directed by the Bay St. George Community Employment Corporation.
9. To follow and assist the implementation of programs as designed by professionals (Behaviour Management, medical health, others) which facilitate the successful integration of persons with disabilities in the work force.
10. To facilitate natural and unpaid supports for the person with a disability, to make best possible effort that persons with disabilities not be excluded or ignored by fellow workers or other persons within the work environment.
11. To provide the person with a disability the support needed to do their banking, going out for lunch, appointments and for other community access activities that are approved by the Bay St. George Community Employment Corporation.
12. To perform other tasks and duties as directed by the Bay St. George Community Employment Corporation.
13. To provide transportation for the person with a disability to and from the work site and to provide other transportation as required by the employment plan of the person with a disability.

LETTER OF UNDERSTANDING


All benefit increases, including annual leave, will take effect on the signing of this Agreement expiring June 30, 2021. There is no retroactivity on any of the increases as they are intended to apply only on a go forward basis.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

LETTER OF UNDERSTANDING

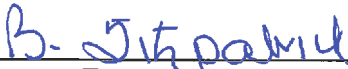
The Employer agrees to conduct professional development and/or training activities, subject to the availability of resources, to address issues related to providing appropriate supports in the community.

The purpose of such training will be to provide a stronger values base in service delivery and to ensure that employees are clear on appropriate interventions and philosophies.


Offerings for training shall be offered on a regular basis to keep employees current and certification up to date. In addition to mandatory training such as First Aid and Whimis, the Employer shall seek to offer training in de-escalating conflict and other considerations connected to workplace violence and harassment protection.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

LETTER OF UNDERSTANDING

Re: Transfers

This will confirm the understanding reached during negotiations that transfers within the bargaining unit will be accommodated where, in the opinion of the Employer, such action is practicable and reasonable, bearing in mind the needs and program objectives of the person with a disability who may be involved.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

LETTER OF UNDERSTANDING

Re: Travel Compensation


The following will confirm our understanding that the Employer, at its discretion, agrees to review situations where support workers' vehicles are not available due to mechanical failure. Where the support worker is not able to provide transportation to the person with a disability, the Employer has the right to coordinate alternate arrangements providing it deems the case to be reasonable.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

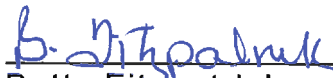
LETTER OF UNDERSTANDING

Re: Travel Insurance

This will confirm our understanding that the Employer will continue the past practice of compensating employees for Passenger Carrying Insurance.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

LETTER OF UNDERSTANDING**Re: Consumer Absent Days**

This is to advise that employees will not have their hours of work reduced because of the inability of a person with a disability to participate in scheduled daily activities. Up to twenty (20) days per year in the aggregate per employee will be permitted. Where the above situation occurs the Employer will provide alternate employment. There will be no reduction of consumer absent days while an employee is serving a notice of layoff.

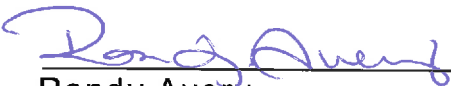
In some circumstances, subject to the assessment and approval of the Employer, Consumer Absent Days will be increased in addition to that provided in the Agreement.

For the Employer:



Betty Fitzpatrick
Manager

For the Union:



Randy Avery
Employee Relations Officer

MEMORANDUM OF UNDERSTANDING

Re: Protocol for Supports

The Employer agrees to establish a multi-disciplinary committee, including management, staff, outside service providers, individuals, families and other as appropriate to address concerns related to the support of individuals where needed interventions may give cause for concern to the citizenship rights of the individual on the one hand, and the concern of employees that the measures used are consistent with appropriate and clear protocols.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

MEMORANDUM OF UNDERSTANDING

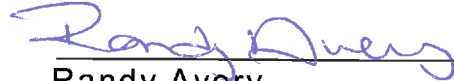
The parties agree temporary employees be able to leave once full-time workers returns in case where it is less than the minimum of three (3) hours. This is subject to the Employer holding the provisions to reassign the employee based on organizational requirements.

For the Employer:

For the Union:



Betty Fitzpatrick
Manager



Randy Avery
Employee Relations Officer

MEMORANDUM OF UNDERSTANDING

Re: Respectful Workplace Environment

At a recent Labour Management Committee meeting, we decided to send a joint Memo to all employees of the Bay St. George Community Employment Corporation to seek cooperation in resolving some issues that will lead to more respectful workplace environment.

Background:

As you know both organizations collaborated in the provision of services to persons with intellectual disabilities to enable supported employment.

Both the Employer and the Union place the highest regard on creating workplace environment that respect the dignity and rights of all individuals.

We are also mutually committed to creating environments where there is no personal/sexual harassment, coercion or unwanted interference in the carrying out of duties.

We work with secondary Employers so it is important the highest standards of professionalism are observed. Jobs depend on getting this right.

Requirements:

Ensure that all language, body language, oral communication are professional. Disputes and bickering have no place on the worksite. Swearing, name calling or gossiping would be clear violations of what it means to be professional.

There is no reason for employees to be interfering with other support workers, employees on the job site, secondary Employers or in the Community.

Ensure that concerns or complaints are directed to the senior staff of the Employment Corporation, not to secondary Employers or families. Management has the right to manage and the responsibility to abide by the Collective Agreement in all matters of scheduling and the direction of staff.

If inquiries are made of you and you feel uncomfortable, or if gossip is at the heart of the conversation, employees are entitled to say, "I just follow the rules, please contact the office if you have issues or questions." If this is not successful, you are entitled under the enclosed Article 3.01 (b) and (c)

to register a complaint. The Employer and the Union are agreed to protect any employee from any repercussions from the filing of this complaint.


You are obligated to observe confidentiality commitments and this applies to all matters associated with the person you support, their families, the Employer and secondary Employer.


There is an obligation and a vested interest to represent the Employer and secondary Employer in a positive light in the Community. Please see the enclosed sections of the Collective Agreement speaking to our joint commitment to a respectful workplace. We arrived at these statements of values and rules in the collective bargaining process.

We are not solely defined as Employer and employees, as we are part of a common movement consistent with the values of community living and social inclusion.

For the Employer:

For the Union:


Betty Fitzpatrick
Manager


Randy Avery
Employee Relations Officer

*

MEMORANDUM OF UNDERSTANDING

**Re: Professional, Confidential and Respectful
Environment Within the Workplace**

In an effort to uphold and exceed standards of professionalism, uphold respect, dignity and the rights of all individuals within the workplace the partes agree to the following:


The Employer and employees will strive to ensure all communications are professional. Disputes between employees are prohibited and should be handled in structured meetings with Management and Union, as outlined in the Collective Agreement.

Furthermore, there shouldn't be any interference with Secondary Employers, their employees, persons who are supported and families or members of the Community. The same level of professionalism should be extended to these groups as is expected by the Bay St. George Community Employment Corporation. Any potential interference or complaint should be handled as per Article 3, the "No Harassment" Article of your Collective Agreement. Additionally, confidentiality should be always at the forefront as applies to all matters associated with the person you support, their families, the Employer and the Secondary Employer.

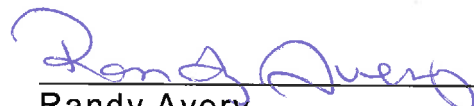
The Bargaining Unit and Employer should work collectively to ensure that the above mentioned standards are followed through with and that we work in harmonious and respectful work environment.

For the Employer:

For the Union:



 Betty Fitzpatrick
 Manager



 Randy Avery
 Employee Relations Officer

SIGNED this 15th day of Feb, 2022

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

ON BEHALF OF THE BAY ST. GEORGE EMPLOYMENT CORPORATION:

Wallins

B. Jitpaluk

Karin Roue
WITNESS

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

Jerry Eves

Randy Owens

Bernard A. White
WITNESS