



COLLECTIVE AGREEMENT

between

**PORT AUX BASQUES COMMUNITY
EMPLOYMENT CORPORATION**

and

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

(Expires: March 31, 2023)

This Agreement made this March 4th day of 2022, Anno Domini Two Thousand And Twenty-Two.

BETWEEN:

The Port aux Basques Community Employment Corporation,
of the one part

AND

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 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 Employment Support Worker provides support to persons with disabilities 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 employers in the community and earning a fair wage.
- (c) All the parties recognize the importance of involving the person with a disability, 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 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

1:03 Plural 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 (a) The Employer agrees that there shall be no discrimination with respect to any employee in the matter of wage rates, training, upgrading, discipline, discharge, classification or for any other reason not

justified by sections of this Agreement.

ARTICLE 3 PERSONAL/SEXUAL HARASSMENT

- 3:01 (a) Both the Employer and the Union consider personal/sexual harassment to be reprehensible and are committed to maintaining an environment in which personal/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 or verbal form, with all possible dispatch. If personal/sexual harassment of a Bargaining Unit member has taken place, the Employer and the Union shall take appropriate action, to ensure that 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) Other forms of harassment such as mental, emotional, verbal harassments and exclusions, etc. shall not be tolerated in the work environment.
- 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) All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- (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 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 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.

5:03 Where a Shop Steward is available, the employee will be introduced to him/her as soon as possible.

5:04 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.

5:05 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 (62 Main Street Port aux Basques).

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 Employment Support Worker, and a wage rate.
- (c) "*Day*" means a eight (8) 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 Port aux Basques 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.
- (l) "*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 16.
- (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 eight (8) hours per day or forty (40) hours per week shall be considered overtime.
 - (ii) *Part-time employees*: All time worked by a part-time employee in excess forty (40) 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 and has completed his/her probationary period.
- (m) "*Permanent employee*" means a person who works 40 hours per week, 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 clients of the Employer.
- (o) "*Premises*" shall refer to the premises of the Port aux Basques Community Employment Corporation, 62 Main Street, Port aux Basques.
- (p) "*Probationary employee*" means a person who has worked less than the prescribed probationary period.
- (q) "*Probationary period*" means a period of sixty (60) days or four hundred and eighty (480) hours during which the Employer may dismiss a probationary employee for the purposes of unsuitability or incompetence, as assessed by the Employer. The employee will not have access to the grievance or arbitration process.
- (r) "*Scheduled*" means in writing and posted in accessible places to all employees at the Employer's premises (62 Main Street, Port aux Basques).
- (s) "*Secondary employer*" shall refer to the person(s), agency(s), Corporation(s), Company(s) with whom the person with a disability is employed.
- (t) "*Service*" means any period of employment excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) 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 and Labrador Association of Public and Private Employees.
- (w) "Vacancy" means an opening in a permanent, permanent part-time or temporary position which the Employer requires to be filled and in respect of which there is no employee eligible for recall, and in which case the duration is not less than four (4) months.
- (x) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday inclusive.
- (y) "*Year*" means the fiscal year 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) All employees occupying the position of Employment Support Worker are included 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 Access and Shop Stewards
 - (a) 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.

- (b) The Employer acknowledges the right of the Union to appoint or elect two (2) Shop Stewards.
- (c) The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

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 (62 Main St., Port aux Basques). 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 (62 Main Street, Port aux Basques) 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 Executive Director, 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 (Main Street, Port aux Basques) shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

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 Social Insurance Number;
- (c) changes from the previous list, e.g. additions, deletions, employee status, layoffs, resignations, promotion 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 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.

10:03 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 Executive Director and that permission will not be unreasonably withheld providing justification is provided as to why it must take place during working hours.

10:04 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 Executive Director and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Executive Director's decision shall be given to the Shop Steward in writing within ten (10) 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.

10:05

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, the grievance shall be deemed to be upheld and the redress sought implemented.

10:06

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.

10:07

Replies in Writing

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

10:08

Facilities for Grievance Meetings

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

10:09

Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 28:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

10:10

Technical Objections to Grievances

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

10:11

Suspension or Dismissal Arbitrable

Where an employee grieves against a suspension which is

subsequently changed to dismissal, then any sole arbitrator 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) days of exhausting the grievance procedure.. The request shall include a suggested name to act as Arbitrator in the dispute.
- (b) the party to whom notice is given under Clause 11:01 (a) shall, within ten (10) days after receipt of notice, notify the other party of its agreement or disagreement with the suggested Arbitrator.
- (c) Grievances that are not referred to Arbitration within fourteen (14) days of exhausting the grievance procedure will be considered withdrawn.

11:02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the Minister of Advanced Education, Skills and Labour 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 layperson 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 ($\frac{1}{2}$) of the fees and expenses of the Arbitrator.

11:07 Amending the Time Limits

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

11:08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness. 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 COMMITTEE**12:01 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 representatives 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.

The parties may mutually agree to hold meetings after working hours. The employer shall endeavour to have Labour Management meetings and occupational Health and safety meetings on the same day or have the one meeting to deal with both issues.

12:04 Chairperson 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 Chairperson 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, Employer and others being viewable.

12:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its 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 PROBATION, DISCHARGE, SUSPENSION, DISCIPLINE

13:01 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 or four hundred and eighty (480) hours of work with the Employer.

13:02 (a) Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) 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 eighteen (18) months have elapsed, provided there are no further incidents.

(b) Warnings

Whenever the Employer deems it necessary to warn an employee in a manner indicating that dismissal may follow any future infraction or may follow if the employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days of the incident, give written particulars of such warning to the employee involved.

(c) 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.

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

13:03

Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated to the former position without loss of seniority and shall be compensated for all time lost in a manner which is just and equitable in the opinion of the parties or in the opinion of a sole arbitrator, if the matter is referred to such an arbitrator.

13:04

Personal Files

(a) There shall be one (1) official personal file, the location of which shall be designated by the Employer.

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 if he/she so desires.

(b) A copy of any document placed in an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.

- (c) Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- (d) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 10.

ARTICLE 14 SENIORITY

14:01 Subject to Clause 14:04, seniority is defined as the number of hours worked excluding overtime and shall date from the first date of hire by the Employer.

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 posted for each employee in January of each year at the Employer's premises (62 Main Street, Port aux Basques). Employees have thirty (30) days from the posting of the seniority list to contest the accuracy of the seniority recorded on the list.

14:03 Seniority

Employees hired after the signing of this Agreement shall be on a probationary basis 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 re-

instated 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 Executive Director, or without giving notice, or without sufficient cause;
- (d) he/she fails to return to work immediately following a layoff and after being notified by registered mail, courier or hand delivered, 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 Executive Director informed, in writing, of his/her current address. An employee who is recalled for casual work or employment while employed 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 Executive Director within twenty-four (24) hours of delivery whether or not he/she will return to work. An employee shall have the right to refuse three (3) recalls before his/her seniority is forfeited.
- (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 thirty-two (32) kilometres from his/her home;
- (g) he/she refuses recall, without just cause, to 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 Client/Employment Support Worker relationships.

ARTICLE 15 PROMOTION AND STAFF CHANGES

15:01 (a) When a vacancy or new position occurs either inside or outside the Bargaining Unit the Employer shall post notice of the competition for at least seven (7) days in an accessible place in the Employer's premises (62 Main Street, Port aux Basques) subject to there being no employee eligible for recall. Positions may be filled on an individual basis pending the completion of the competition. Copies of all postings are to be supplied concurrently to the Local President.

(b) Subject to Clause 15:06, 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 the specific 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.

15:02 Information on Posting

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

15:03 Notification of Successful Applicant

Within seven (7) 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.

15:04 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.

15:05 Role of Seniority in Layoff

Both parties recognize that job seniority should increase in proportion to the length of service. Therefore, in the event of a layoff, permanent employees shall have the right to bump less senior employees assuming he/she is qualified and able in accordance with Clause 15:01 (b). In the event that such bumping is not possible, then the employee wishing to exercise bumping will be placed on the recall list.

15:06 The Employer and the Union recognize that the needs/desires of the client are paramount. The employer and the Union recognize the role of seniority in filling support staff vacancies.

When the Executive Director makes and implements a staffing decision that is perceived to be in conflict with these two principles it is agreed that the Executive Director will consult with the local Union President or designate. If the parties cannot agree a committee consisting of senior staff, appropriate professionals, persons with disabilities and/or family advocates shall be established to investigate and make a decision on the issue. The committee shall give the opportunity for the affected employee to be interviewed in determining qualifications and suitability for the position.

The Employer shall submit a written report to Union and employees with recommendations.

ARTICLE 16 LAYOFF AND RECALL

16:01 Recall Procedure

Subject to Clause 15:01 (b):

- (a) Employees shall be recalled in order of seniority provided that employees being recalled are qualified to perform the work required consistent with Clause 15:01 (b).
- (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.

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 15:01 (b).

16:03 Notice of Layoff

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.

16:04 Reduction in hours in Excess of One (1) Week

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

- (a) three (3) days notice if the employee has less than two (2) years of service;
- (b) Two (2) weeks notice if the employee has greater than two (2) years of service.

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 forty (40) hours per week 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.

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 forty (40) 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 twelve (12) hours prior notice of having to work on his/her day(s) off, he/she shall be paid double (2x) his/her 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 Executive Director and the employee.

ARTICLE 18 OVERTIME18:01 Approval of Overtime

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

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 Executive Director.

18:03 Meal Periods

Meal periods may vary depending on the circumstances around the secondary employer, the person with a disability and other factors. Employees are required to provide support to a person with a disability during meal periods.

18:04 (a) Pay For Scheduled Work on Holiday

When an employee is required to work on a holiday, he/she shall be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay or he/she shall be entitled to time off with pay on the basis of one and one-half (1 ½) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the Executive Director within seventy-two (72) hours of working on the holiday. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 ½) his/her regular rate of pay for all hours worked on the holiday in addition to holiday pay.

(b) Holiday Falling on the Day of Rest

(i) When a calendar day designated as a holiday under Clause 19:01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) day's pay to compensate him/her for the holiday.

(ii) When a holiday falls on an employee's day of rest, and he/she is required to work on such a holiday, he/she shall receive two (2) hours pay for each hour worked on that day and in addition he/she shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2)

hours off for each hour worked, within two (2) months of incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, he/she shall be paid at the applicable rate.

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 at the rate of time and one half ($\frac{1}{2}$) for all hours worked providing that the employee has worked in excess of forty (40) hours for the week.

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.

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) St. George's Day
- (e) Victoria Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Orangeman's Day
- (i) Labour Day

- (j) Thanksgiving Day
- (k) Armistice Day
- (l) Christmas Day
- (m) Boxing Day
- (n) One (1) additional day in each year that, in the opinion of the Executive Director, 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 days
From 6 to 17 years	20 days
In excess of 17 years	25 days

(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.
- (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 four (4) hours for all employees.

20:02 Annual leave shall not be taken except with the prior approval of the Executive Director. 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 The Employer will endeavour not to ask employees to work during periods of annual leave. In the event an employee is required to return to work during periods of annual leave, he/she shall receive pay at the rate of time and a half (1 ½) and will not be charged with annual leave for that period.

20:04 An employee may not carry forward any unused portion of annual leave into the next fiscal year; however, the unused portion shall be paid in the form of monetary compensation at the end of the current fiscal 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 or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Employer.

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.

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 still unfit to return to duty, to proceed on annual leave, if he/she is eligible to receive such leave. If not, he/she may proceed on special leave without pay, subject to approval by the Employer, to a maximum of one (1) year unless a longer period is mutually agreed upon between the employee and the Employer. A medical certificate must be submitted as required by the Employer.

ARTICLE 22 LEAVE OF ABSENCE

22:01 Negotiations

A maximum of two representatives of the Union 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 Procedure. 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 Executive Director. Wherever and whenever possible, these procedures are to take place outside of work hours.

22:03 Union Conventions/Seminars

The Employer shall grant leaves of absence with pay for one (1) employee to attend to Union Conventions and Seminars provided that:

- (a) the total leave of absence granted hereunder shall not exceed eight (8) 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.

22:04 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 a leave of absence 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.

22:05 Education/Personal Leave

- (a) The Employer may, in its discretion, grant 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 Employer. Any employee shall not be required to use his/her accumulated annual leave before requesting leave of absence for educational purposes.
- (b) 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.

22:06 Bereavement Leave

- (a) 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, son-in-law, daughter-in-law, brother-in-law, sister-in-law or near relative living in the same household, three

(3) consecutive days.

In the case of the death of an employee's aunt, uncle, niece or nephew, one (1) day for the purpose of attending the funeral.

- (b) If the death of a relative referred to in Clause 22:06 (a) (1) 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 with pay 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 for up to a maximum of 52 (fifty-two) weeks..

- (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.

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

General Leave

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

Subject to leave being approved, the employee will notify the

Employer at the beginning of the leave when they will return to work. If that is not possible, then the employee will give the Employer two (2) weeks notice of their intention to return to work.

22:11

Family Leave

Subject to the approval of the Employer, an employee may be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of sick family members living in the same household and the employee's mother and father; 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; or home or family emergencies. The minimum family leave taken at any time shall be four (4) hours. Family member(s) shall be defined as spouse, common-law spouse, children, step-children, mother-in-law, or father-in-law.

22:12

Parental Leave

- (a) An employee who is the parent of a child is entitled to a maximum of twelve (12) 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 birth of the child or the adoption of a child.
- (e) Employees on parental leave shall continue to accumulate service for seniority, annual leave, and step progression for up to a maximum of 12 (twelve) weeks.

22:13

Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employers operations and

the availability of qualified replacement staff. An Employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) successive years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave, employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23:01 Availability of Salary Cheques

The Employer will pay its employees on a bi-weekly basis. 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) days of the end of the pay period.

23:02 Vacation Pay

An employee who is authorized by his/her permanent head to proceed on annual leave for a period of not less than two (2) consecutive weeks shall, upon written request, be issued an advance payment once per year of the regular pay cheque(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the permanent head at least four (4) weeks prior to the last pay before the employee's annual leave period commences.

23:03 Pay on Temporary Transfer

An employee who is temporarily assigned by the Employer to another position in the Bargaining Unit 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 may compensate the employee for any loss suffered to a maximum of three hundred dollars (\$300) per year subject to the provision of replacement item receipt, original receipts if available, and the approval of the Board.

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 Employer.

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) two (2) weeks for temporary employees;
- (c) 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 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 EFFECT OF LEGISLATION

27:01 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 28 AMENDMENT BY MUTUAL CONSENT

- 28:01 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 29 TRAVEL ON EMPLOYER'S BUSINESS

- 29:01 (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 as per the Provincial Government rate.

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

29:02 An employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

\$5.00 per day

29:03 Receipts are required for claims submitted in accordance with this Clause.

29:04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

29:05 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.

29:06 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 30 JOB CLASSIFICATIONS

30:01 Job Classification

Within the bargaining unit, there shall be one (1) classification, Employment Support Worker.

30:02 Job Descriptions

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

30:03 Work of the Secondary Employer

No employee shall be required to perform any duties of the secondary employer other than those necessary to maintain

the supportive employment arrangement.

ARTICLE 31 DURATION

31:01 * This Agreement shall be in full force and effect from the date of signing to March 31, 2023.

31:02 Notice to Negotiate

Either party to this agreement, may within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or 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.

31:03 Retroactivity

Salary as per Schedule "A".

ARTICLE 32 OCCUPATIONAL HEALTH AND SAFETY

32:01 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.

32:02 Employees required to work under dangerous or unsanitary conditions shall be supplied with items necessary to complete the work required.

ARTICLE 33 CONTRACTING OUT

33:01 Subject to this Clause, the Employer agrees that it will not contract out Employment Support Worker Support Services that would otherwise continue to be provided by Employment 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 34 ADVERSE WEATHER CONDITIONS

34:01 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 is required to work during the declared state of emergency will be paid at a rate of time and one-half (1 ½) for all hours worked.

ARTICLE 35 EMPLOYEE BENEFITS

35:01 Workers' Compensation Pay Supplement

All employees shall be covered by the Workers' Compensation Act.

35:02 Pension Plan

Contributions made by the employee to a RRSP will be matched by the Corporation, to a maximum of five percent (5%) of gross pay.

35:03 Group Life and Extended health Benefits

- (a) The employer shall provide Group Life and Extended Health Benefits 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%).

35:04

Severance Pay (March 31, 2018)

- (a) An employee who has one (1) or more years of continuous service in the employ of the Employer is entitled to be paid, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks' pay. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.
- (b)
 - (i) For the purpose of this Article, service for a temporary, seasonal and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
 - (ii) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service; however, periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement unless otherwise specified in the collective agreement.
- (c) The maximum severance pay which an employee shall be paid for his total period of employment in the public service shall not exceed the number of weeks as specified in (a) above.
- (d) The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect to defer the receipt of their severance entitlement in accordance with this Article, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.

- (i) All employees shall receive their severance entitlement on or before March 31, 2020.
 - (ii) Employees shall have their severance paid out no later than December 2, 2019 unless they elect to defer receipt of severance pay to the last pay period of the fiscal year 2019-20. Employees shall notify the Employer of their selection, in writing, no later than October 7th, 2019. Employees who fail to submit their selection shall be paid by December 2, 2019.
 - (iii) Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement.
- (e) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

ARTICLE 36 EMPLOYER SCHEDULED MEETINGS

36:01 The employer shall have the right to schedule up to two (2) mandatory meetings per year to discuss Corporation issues. Employees will be required to attend these meetings other than for reasons of being sick or other just cause as determined by the Employer. Employees will be compensated at three (3) hours straight time pay for attending such meetings.

MEMORANDUM 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.

For the Employer:

For The Union:

A handwritten signature in black ink, appearing to read "Greg Thomas", written over a horizontal line.A handwritten signature in black ink, appearing to read "Randy Avery", written over a horizontal line.

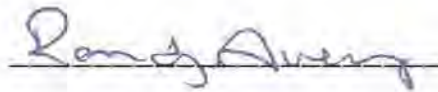
MEMORANDUM OF UNDERSTANDING

The shift premium referred to in Article 23, Clause 23:04 will be applied retro-active to April 1, 2014.

For the Employer:

A handwritten signature in cursive script, appearing to read "Gary Smith", written over a horizontal line.

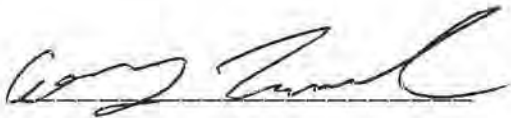
For The Union:

A handwritten signature in cursive script, appearing to read "Randy Avery", written over a horizontal line.

MEMORANDUM OF UNDERSTANDING**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:



For The Union:



*

SCHEDULE "A"

PORT AUX BASQUES COMMUNITY EMPLOYMENT CORPORATION

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

Effective April 1, 2021 2%
 Effective April 1, 2022 2%

<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
April 1, 2021	\$14.12	\$14.70	\$15.28
April 1, 2022	\$14.40	\$14.99	\$15.58

Retroactivity AppliesStep Progression

1. Employees shall advance one (1) step on the salary scale effective when twelve (12) months of service is accumulated, 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 two thousand and eighty (2,080) hours of service, they will progress to Step 2. When an employee works an equivalent four thousand, one hundred and sixty (4,160) hours of service, they will progress to Step 3.

SIGNED this 4th day of March, 2022

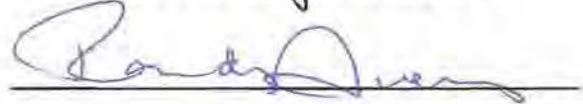
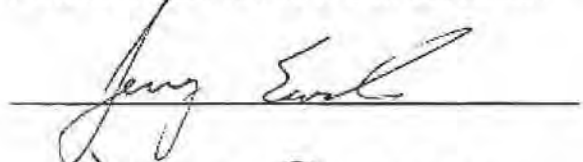
IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

ON BEHALF OF THE PORT AUX BASQUES EMPLOYMENT CORPORATION:



WITNESS

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



WITNESS