



## **COLLECTIVE AGREEMENT**

between

**Bishops Gardens Seniors Living**

and

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

Effective September 1, 2023 – August 31, 2027

## TABLE OF CONTENTS

1	Purpose .....	1
2	Recognition .....	1
3	Management Rights .....	2
4	Interpretation and Definitions.....	2
5	Union Security .....	4
6	No Discrimination .....	4
7	No Harassment .....	5
8	Grievance Procedure .....	5
9	Arbitration .....	6
10	Probation, Discipline and Personnel Files .....	7
11	Labour Management/Occupational Health & Safety Committee .....	8
12	Seniority .....	9
13	Promotions and Staff Changes.....	10
14	Hours of Work .....	11
15	Overtime .....	13
16	Shift Work.....	14
17	Payment of Wages and Allowances .....	15
18	Holidays.....	15
19	Vacation with Pay .....	16
20	Sick Leave.....	17
21	General Leave.....	18
22	Health and Safety.....	21
23	Job Descriptions.....	21
24	Protective Clothing .....	22
25	Liability Protection .....	22
26	Employee Benefits .....	22
27	Successor Rights .....	22
28	Amendment to Agreement.....	22
29	Duration.....	23
30	No Strike/Lockout.....	23
	Schedule "A" – Classifications and Salaries .....	24

## ARTICLE 1 PURPOSE

- 1.01 It is the purpose of the parties of this Agreement to maintain and improve harmonious relations and to foster a respectful workplace and relationship between the Employer, Employees, and the Union.

## ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Union as a sole Collective Bargaining Agent for all employees of Bishops Gardens Seniors Living in St. John's, Newfoundland & Labrador, save and except the owner, the General Manager, Assistant General Manager, Administrative Assistant, Director of Care, Executive Chef, Director of Recreation, Maintenance, and Day Program Manager.
- 2.02 (a) When new classifications are developed, the Employer shall notify the Union immediately, in writing, as to whether such classifications should be included or excluded from the bargaining unit and provide reasons for exclusion.
- (b) Should the parties not agree on the exclusion of any specific classification, the matter shall be immediately referred to the Labour Relations Board for adjudication.
- 2.03 Work of the Bargaining Unit  
Persons not covered by the terms of this Agreement will not perform duties normally assigned to employees within the bargaining unit except for the purpose of instruction, emergencies or when regular employees are not available, and it does not affect the normal hours of work of the employees.
- 2.04 No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.
- 2.05 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa, as the context may require.
- 2.06 In the event there is a conflict between this Agreement and any policies or regulations made by the Employer, this Agreement shall take precedence over said regulations and policies. In the event there is conflict between this Agreement and Government Regulations/Guidelines, the parties will meet to make applicable adjustments to the Collective Agreement.

### ARTICLE 3 MANAGEMENT RIGHTS

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

### ARTICLE 4 INTERPRETATION AND DEFINITIONS

#### 4.01 Definitions

- (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 2.
- (b) "Classification" means the identification of a position by reference to a class title and rate of pay.
- (c) "Day Off" means a day on which the employee is not required to perform the duties of his or her position other than (i) holiday; (ii) leave absence.
- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Demotion" means an action which causes the movement of an employee from his or her existing classification to a classification carrying a lower pay rate.
- (f) "Employee" means any person employed in a position which falls within the bargaining unit.
- (g) "Employer" means Bishops Gardens Senior Living LP, operating as, Bishops Gardens Seniors Living or its representative in St. John's, Newfoundland and Labrador.
- (h) "Grievance" means a dispute arising out of an interpretation, application, administration or alleged violation of the terms of this Agreement.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.

- (j) "Layoff" means a period of time when an employee is absent from work without pay as a result of a lack of work but retaining all recall rights in accordance with this Agreement.
- (k) "Leave of Absence" means absence from duty with the permission of the Employer.
- (l) "Notice of Layoff" means notice in writing which is hand delivered or delivered by registered mail.
- (m) "Overtime" means work performed by an employee in excess of eighty (80) hours biweekly (days) and 84 hours bi-weekly (nights).
- (n) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (o) "Probationary Period" means 960 hours worked from the date of hire.
- (p) "Promotion" means an action which causes the movement of an employee from his or her classification to a classification with a higher pay rate.
- (q) "Schedule" is a document that includes all employees with their scheduled shifts for a two-week period that constitutes a pay period, beginning Monday at 0700 and ending at Monday 0700. The schedule is posted and emailed on the Friday prior to start.
- (r) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period.
- (s) "Union" means the Newfoundland Labrador Association of Public and Private Employees.
- (t) "Vacancy" means an opening in any bargaining unit position that the Employer requires to be filled, which is expected to be for ~~four (4)~~ (six (6)) weeks duration or longer and in respect of which there is no employee eligible for recall.
- (u) "Week" means a period of seven (7) consecutive days beginning at (0700) hours Monday morning and ending at (0700) hours on the following Monday morning.
- (v) "Year" means a calendar year.

## ARTICLE 5 UNION SECURITY

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

## ARTICLE 6 NO DISCRIMINATION

- 6.01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin,

political or religious affiliation, sex, mental or physical disability or marital status, nor by reason of his or her membership or activity in the Union.

#### ARTICLE 7 NO HARASSMENT

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

#### ARTICLE 8 GRIEVANCE PROCEDURE

- 8.01 The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

8.02 Step 1

Subject to Article 10.01, an Employee may present a grievance through the Shop Steward to the Manager or designate within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the Employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. The Manager or designate shall render a written decision within five (5) days after receipt of the grievance to the Shop Stewart.

Step 2

Should the decision rendered at Step 1 be unsatisfactory, or should no decision be rendered, the grievance shall be submitted to the Owner within five (5) days after receiving the decision at Step 1, or were no decision was rendered, within five (5) days after the expiry of the time for doing so. The Owner shall render a written decision within five (5) days after receipt of the grievance at Step 2.

### Step 3

Should the decision rendered at Step 2 be unsatisfactory, or should no decision be rendered, the grievance shall be referred to a meeting of the Owner and a representative of the Union within five (5) days after receiving the decision at Step 2, or where no decision was rendered, within five (5) days after the expiry of the time for doing so. The meeting shall take place within ten (10) days after receipt of the grievance at Step 3. If not resolved at this meeting, either party may refer the grievance to arbitration.

- 8.03 Subject to Article 10.01, an employee claiming that he/she has been unjustly discharged may submit a grievance directly to the Owner within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8.02.
- 8.04 Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the Labour Relations Division of the Department of Environment and Climate Change to see if a settlement can be reached. If no settlement is reached, the grievance procedure shall resume at the point it has reached at the time of such submission.
- 8.05 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.
- 8.06 In calculating the time limits set out in this Article, Saturdays, Sundays and Public Holidays listed in this Agreement or by the Government of Newfoundland and Labrador, shall be excluded.
- 8.07 An employee may be represented by a full-time representative of the Union at any step of the grievance procedure.
- 8.08 No grievance, once properly commenced, shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by an inadvertent omission of a subsequent step in the grievance procedure.

### ARTICLE 9 ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing to the other party. The request shall suggest a

single Arbitrator's name to hear the dispute. This shall be completed within fifteen (15) days of the response in Step 3 of the grievance procedure.

- 9.02 If the parties cannot agree on an acceptable Arbitrator, either party may request the Minister responsible for Labour to appoint an Arbitrator.
- 9.03 The Arbitrator shall determine his or her own procedure but shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the differences or allegations and render a decision within thirty (30) days from the hearing date.
- 9.04 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator may not alter, modify or amend any provisions of this Agreement. The Arbitrator shall have the right to settle a grievance by any arrangement he/she deems appropriate.
- 9.05 Each party shall cost-share the Arbitrator's fees and expenses on a 50/50 basis.
- 9.06 The time limits set forth for the grievance and arbitration process may be varied by mutual written agreement of the parties to this Agreement.
- 9.07 Both parties may, by mutual consent, agree to have the grievance dealt with by an Arbitration Board. In such a case, the provisions of this Article, as they relate to a single Arbitrator, shall apply to the Arbitration Board.

#### ARTICLE 10 PROBATION, DISCIPLINE AND PERSONNEL FILES

10.01 (a) Probationary Period

The probationary period shall be 960 worked hours from the date of hire. For the purpose of this Clause, time off with pay approved by the Employer, shall be considered as time worked.

(b) Termination of Probationary Employee

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

(c) Extension of Probationary Period

The Employer and the Union may mutually agree to extend the probationary period.

10.02 Right to be Represented

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

10.03 Discipline – Time Limits

An employee who is disciplined, discharge or suspended, shall be provided with written notification of such action within five (5) days of the incident. Such notification shall state the reason for the disciplinary action. If such procedure is not followed, the disciplinary action shall be null and void.

Time calculation set in Article 8.06 shall apply to time limits.

10.04 Personnel Files

(a) Upon requests, and after giving reasonable notice, an employee shall be allowed to inspect his or her personnel file in the presence of the Employer and to be approved provided a copy of any document therein.

(b) In the event that an employee is disciplined, the records of such action shall be removed from the personnel file of the employee twelve (12) months following the receipt of such discipline, provided there was no recurrence of a similar incident during that period.

It shall be the responsibility of the employee to see that the documents are removed.

(c) No document shall be used in disciplinary proceedings unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY COMMITTEE

Labour Management Committee

11.01 The parties agree to establish a Labour Management Committee which shall be composed of no less than two (2) Employees and two (2) Employer Representatives. These Bargaining Unit representatives shall be elected or appointed by the Union.

The topics for discussion and the frequency of the meetings shall be determined by mutual consent of the parties. Discussions held during

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

The committee shall discuss problems and matters of mutual interests which affect the employee/employer relationship that are not properly the subject matter of the grievance or negotiation process.

#### Occupational Health and Safety Committee

11.02 Recognizing its responsibilities under the Occupational Health and Safety Act, the Employer agrees to establish an Occupational Health and Safety Committee composed of no less than two (2) Employees and two (2) Employer Representatives. These Bargaining Unit representatives shall be elected or appointed by the Union. Where no Employee is available in a particular Region, the Union shall determine an appropriate alternate representative.

It is agreed by the parties that electronic media shall be used when deemed necessary for both the Labour Management Committee and Occupational Health and Safety Committee.

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

#### ARTICLE 12 SENIORITY

##### 12.01 Seniority Defined

(a) Subject to 12.03, seniority for all employees shall be based on total hours worked.

(b) Where two (2) or more employees started work the same day, seniority will be determined based on the hours worked.

##### 12.02 Seniority Lists

The Employer shall maintain a seniority list for all employees. An up-to-date seniority list shall be sent to the Union and posted in the worksite in January of each year. The seniority lists for all employees shall show, subject to 12.03, date of hire and classification for each employee. Employees may challenge the accuracy of the seniority list within thirty (30) days of posting.

12.03 Loss of Seniority

An employee shall lose all seniority and service if he/she:

- (i) is discharged for just cause and is not reinstated by an Arbitrator or under the grievance procedure;
- (ii) resigns in writing and does not rescind their resignation within ten (10) days.
- (iii) is absent from work in excess of three (3) working days and has not notified the Employer;
- (iv) fails to return to work from layoff within seven (7) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer;
- (v) is laid off in excess of sixteen (16) months.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

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

13.02 Procedure for Filling Vacancies

- (a) No bargaining unit position shall be filled from outside the bargaining unit until all applications of present employees have been fully processed.
- (b) Positions expected to exceed six (6) weeks or longer shall be posted in accordance with Clause 13.01.

13.03 Role of Seniority in Promotions and Staff Changes

Both parties recognize that seniority shall be the deciding factor in promotions and job opportunities provided that the applicant's qualifications meet the required standards for the new position.

13.04 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days after which the Employer shall confirm the employee's appointment. If the employee proves unsatisfactory or the employee is not satisfied in the position, he/she shall be returned to his or her former position. Any other employees shall also be returned to his or her former position. The employee may revert to his or her former position through mutual agreement with the Employer. The parties may mutually agree to extend the time limits for the trial period.

13.05 Layoff and Recall

(a) Layoff

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

(b) Recall

When a recall occurs, employees shall be recalled based on seniority. The more senior person on layoff shall be recall provided they are qualified to perform the work required.

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

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

13.06 Reduction in Hours of Work

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

ARTICLE 14 HOURS OF WORK

14.01 (a) The normal daily hours of work shall be from eight (8) hours to twelve (12) hours of work per day inclusive of meal breaks.

- (b) The normal bi-weekly hours of work shall be from eighty (80) hours to eighty-four (84) hours inclusive of meal breaks.
- (c) The hours set forth in this Agreement do not constitute a guarantee of hours of work per day or per week.

14.02

Working Schedule

- (a) The Employer shall plan days off in such a manner as to give each employee every second weekend off, unless otherwise agreed by mutual consent.
- (b) The Employer shall post a two (2) week schedule for each employee showing the shifts and days off work by the Friday prior to the start of the schedule. When an employee's day(s) off are changed without forty-eight (48) hours notice by the Employer, the employee shall be paid double his or her hourly rate for each hour worked on the scheduled day(s) off.
- (c) When an employee's scheduled shift is changed to another shift that day, the employee is to be given twenty-four (24) hours notice. If the notice is not given, the employee shall be paid at the rate of time and one-half (1½) his or her regular hourly rate for the shift worked.
- (d) There shall be no split shifts.
- (e) Any employee may request changes to the schedule before it is posted.
- (f) Employees may exchange shifts with each other, provided that such changes are at no cost to the Employer and the Employer is informed.

14.03

Meals and Rest Periods

- (a) An employee shall be permitted two (2) paid fifteen (15) minute rest periods inclusive of hours of work from eight (8) to twelve (12) hours of work. Hours of work less than eight (8), shall be permitted one (1) fifteen (15) minute paid rest period.
- (b) (i) An employee shall be permitted two (2) thirty (30) minute unpaid meal periods in a twelve (12) hour day shift and two (2) thirty (30) minute paid meal periods during the night shift. Employees will be paid at the straight time rate for these meal

time hours. However, paid meal periods shall not be used for the calculation of overtime.

- (ii) An employee shall be permitted one (1) thirty (30) minute unpaid meal period in a eight (8) hour shift.
- (iii) Employees on day shift shall be allowed to leave the Employer's premises during his or her meal period, if possible.

Employees working night shifts (1900-0700 or 2300-0700) are not permitted to leave the work site and are therefore compensated as per Article 14.03(b)(i).

- (iv) Employees required to work his or her meal period, shall be paid at the overtime rate.
- (v) Meals are not provided by the Employer. Only in a case where there is more than sufficient food prepared for the residents, meals will be made available for purchase by employees for \$3.00.

14.04 Employees shall not be scheduled for less than three (3) hours in any work shift, with the exclusion of private duty hours.

#### ARTICLE 15 OVERTIME

15.01 All time worked by an employee in excess of eighty (80) hours bi-weekly, exclusive of meal periods, or in excess of 84 hours bi-weekly (nights, inclusive of meal periods) shall be paid at the overtime rate of 1.5 times their regular rate of pay.

In order to maximize hours to eighty (80) bi-weekly, employees will be offered, on a voluntary basis, additional hours to their regular schedule at straight time up to eighty (80) hours based on seniority.

15.02 The normal overtime rate shall be pay or time off at the rate of time and one-half (1½) the regular hourly rate.

#### 15.03 Sharing of Overtime

- (a) Overtime and callback shall be shared equally among employees who are qualified to perform such work. The Employer agrees to maintain accurate tracking of overtime worked by Employees, and

will make this information available to the Union or its members within three (3) business days, upon request.

- (b) Employees who are unavailable or decline overtime, shall be considered as having worked the overtime hours for distribution purposes.

15.04 Call Back

An employee who is called back to work outside his or her regular working hours shall be paid a minimum of three (3) hours at the applicable overtime rate. An employee who is required by the Employer to attend a staff meeting outside his or her regular working hours, shall be paid straight time for each hour he/she is in attendance as the Employer requires, however he/she shall be paid a minimum of three (3) hours if he/she is in attendance for less than three (3) hours.

15.05 Optional Overtime

Overtime is optional and voluntary, except in an emergency.

15.06 Overtime Calculation

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

15.07 Double Shift

No employees shall be required to work a double shift without his or her consent. An employee shall be paid at double time for the second part of (full) the shift.

ARTICLE 16 SHIFT WORK

16.01 Hourly Differential

An hourly differential of one dollar and fifteen cents (\$1.15) per hour shall be paid for each hour between the hours of 1900 hours on one (1) day and 0700 hours the following day.

16.02 Rest Between Shifts

There shall be eight (8) hours rest between shift changes unless otherwise agreed by mutual consent.

ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

- 17.01 The rates of pay for all employees covered by this Agreement shall be as set forth in the attached Schedule "A" and shall form part of this Agreement.
- 17.02 Cheques/Direct Deposit will be payable on every second Friday before noon.

ARTICLE 18 HOLIDAYS

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

- (i) New Year's Day (Jan 1)
- (ii) Good Friday
- (iii) Common Wealth Day-(Victoria Day)
- (iv) Memorial Day (Canada Day July 1)
- (v) Labour Day
- (vi) Aboriginal and Reconciliation Day (Sept 30)
- (vii) Thanksgiving Day
- (viii) Armistice Day (Remembrance Day Nov 11)
- (ix) Christmas Day (Dec 25)
- (x) Boxing Day (Dec 26)

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

- 18.02 Compensation for Working on a Holiday

In addition to the holiday pay as, outlined in Clause 18.01, an employee required to work on a holiday shall receive time and one half (1½) for each hour worked or he/she may elect to take time off at the overtime rate.

- 18.03 Compensation for Holiday on Scheduled Day Off

In addition to the holiday pay as outlined in Clause 18.01 an employee shall be paid double their regular wages for hours worked on the holiday. This applies to call-in for coverage only, and not to those who voluntarily change their schedule.

18.04 Christmas and New Years

Christmas and New Year's will be scheduled off on an equal basis from year-to-year unless otherwise mutually agreed.

ARTICLE 19 VACATION WITH PAY

19.01 The Employer agrees to pay vacation as follows:

After completing:

(a) One (1) year's service	two (2) weeks	(4%)
(b) Five (5) year's service	three (3) weeks	(6%)
(c) Seven (7) year's service	four (4) weeks	(8%)

19.02 Employees shall be granted vacation with preference in accordance with seniority, unless mutually agreed.

19.03 Schedules of annual vacation shall be posted by April 15<sup>th</sup> of each year asking employees to apply for desired vacation periods. Employees shall indicate their preference for vacation time by April 30<sup>th</sup>. By May 15<sup>th</sup> of each year, the complete vacation list will be posted, showing the allotted vacation periods. Such list may only be changed by mutual agreement. Where vacation dates conflict, seniority shall prevail.

19.04 Employees who have not acquired one (1) year of service shall receive pro-rated vacation pay and leave. Casual employees will receive vacation and vacation entitlement on a pro-rata basis.

Employees who received vacation pay added to each cheque will not receive paid vacation leave.

Employees who request and receive vacation pay paid out without time off, will not receive paid time off in addition.

19.05 Carry Forward of Vacation

Employees may carry forward to another year any or all of vacation leave entitlement to a maximum of one (1) year's entitlement.

19.06 (a) Each vacation year, the employee shall have the option of having his/her vacation pay included on his/her regular bi-weekly pay cheque or banking these amounts to be paid out during a subsequent unpaid vacation leave. Employees who elect to bank their vacation pay in any vacation year must inform the Employer of this election

no later than December 15<sup>th</sup> of the previous year. This election, once made, cannot be changed within the vacation year.

#### ARTICLE 20 SICK LEAVE

20.01 (a) Employees are entitled to six (6) paid sick leave days per calendar year provided 20.05 is complied with.

Sick leave is accrued at 7.5 hours (1 day) for every 112.5 hours worked up to a maximum of 45 hours ( 6 days) per calendar year.

Probationary employees hired after signing of this Agreement will not accrue sick leave benefits during their probationary period.

(b) Employees may accrue sick days from one year to the next. The same is also subject to compliance with sub-paragraph 20.05 hereof.

(c) Upon retirement or upon termination, except for just cause, an employee shall be paid for fifty (50%) of his or her accrued sick leave.

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

20.03 Sick leave for new employees shall be on a pro-rata basis in accordance with 20.01.

20.04 An employee shall give at least two (2) hours' (day shift) and four (4) hours (night shift) notice of illness prior to starting his or her shift.

20.05 An employee must provide a doctor's certificate of illness for five (5) or more consecutive days of illness or upon request. Not a requirement to get a sick note if there is an outbreak in the home (example: Gastro).

20.06 A deduction from an employee sick leave will be based on the hours absent because of illness.

20.07 Employees who do not have sick leave shall be placed on a leave of absence without pay for sick time, without loss of any seniority.

#### 20.08 Injury of Duty

An employee who is injured during working hours and is either required to leave for medical treatment or sent home because of such injury, shall receive payment for the remainder of the employee's scheduled workday at

his or her regular hourly rate. This shall also be reported to Workers' Compensation as per the *Workers' Compensation Act*.

## ARTICLE 21 GENERAL LEAVE

### 21.01 Union Leave

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

### 21.02 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

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

### 21.03 Maternity/Paternity/Adoption Leave

- (a) Maternity and Parental Leave will be granted in accordance with the Labour Standards Act unless otherwise amended herein.
- (b) An Employee who is pregnant shall be entitled, upon application, to maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The Employee shall give the Employer at least two (2) weeks notice of the date the leave is to begin and shall

provide a medical certificate from a medical practitioner stating the estimated date of birth.

- (c) An Employee who is the parent of a child shall be entitled, upon application, to:
  - (i) Parental leave without pay to commence no more than thirty-five (35) weeks after the Day the child is born or comes into the care and custody of the Employee for the first time. The Employee shall give the Employer at least two (2) weeks notice of the date the leave is to begin.
  - (ii) Extended Parental Leave without pay to commence no more than sixty-one (61) weeks after the Day the child is born or comes into the care and custody of the Employee for the first time. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this Clause shall be seventeen (17) weeks for maternity leave and either thirty-five (35) weeks for normal parental leave or sixty-one (61) weeks for extended parental leave. The combined leave shall be either fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The Employee shall give at least four (4) weeks notice of their intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from maternity or parental leave, the Employee shall resume their former duties at their former classification but not necessarily the same Client or Home, subject to availability of work.

21.04 Paid Jury, Court Witness or Jury Selection Leave

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

21.05 Special Unpaid Leave

An employee who has completed two (2) years' service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations. This leave may be extended

based upon a request from the employee for up to an additional 12 months, subject to the operational requirements of the Employer's operations. Such leave may be granted one (1) time during the Employee's employment relationship with the Employer.

21.06 Family/Home Responsibility Leave

- (a) An employee who is required to:
- (i) Attend to the temporary care of a sick family member living in the same household;
  - (ii) Attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
  - (iii) Attend to the needs relating to the birth of an employee's child;
  - (iv) Accompany a dependent family member living in the same household on a dental or medical appointment;
  - (v) Attend meetings with school authorities;
  - (vi) Attend to the needs relating to the adoption of a child; and
  - (vii) Attend to the needs related to home and family emergencies

Shall be awarded up to seven and a half (7.5) hours paid family leave in any fiscal year.

- (b) In order to qualify for family leave, the employee shall:
- (i) Provide as much notice to the Employer as reasonably possible;
  - (ii) Provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 21.06 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement or sick leave.

- (d) A temporary employee shall only be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

21.07 Family Violence Leave

An employee shall be granted leave with pay, not exceeding two (2) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;

- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

ARTICLE 22 HEALTH AND SAFETY

- 22.01
- (a) The Employer agrees to accept all relevant legislation as minimum acceptable standards and all employees shall be covered by the *Workers' Compensation Act*.
  - (b) The Employer agrees to accept all relevant legislation as minimum acceptable standards and agrees to abide by the *Province of Newfoundland and Labrador Occupational Health and Safety Act*.
  - (c) The Employer agrees that all cleaning solutions will be identified in their proper containers as per the *Occupational Health and Safety Act*.
  - (d) The Employer agrees to pay the costs related to first aid programs and/or training programs attended by an employee. The employee shall not suffer any loss of wages or benefits to attend these programs.
  - (e) Employees who are required to do training on their time off shall be paid at the straight time rate and a minimum of three (3) hours pay for each session.

ARTICLE 23 JOB DESCRIPTIONS

- 23.01
- The Employer agrees to provide job descriptions for noted classifications in Schedule "A", sixty (60) days after signing of this Collective Agreement. These job descriptions shall be approved by the Union and shall not be changed, deleted or amended without the agreement of the Union.

ARTICLE 24 PROTECTIVE CLOTHING

- 24.01 (a) The Employer agrees to pay a clothing allowance in the amount of eighty (80) dollars to each employee per year after one (1) year of service is completed on the first pay of June each year.

The Employer shall provide (one (1) sweatshirt) over the life of the agreement to Employees who have completed probation-Sweatshirts shall be provided one (1) time per year for new employees in October.

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

ARTICLE 25 LIABILITY PROTECTION

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

ARTICLE 26 EMPLOYEE BENEFITS

- 26.01 Insurance and Pensions

The Employer agrees to provide a group life and extended health benefits plan for all employees who work a minimum of 20 hours per week based on a cost-shared plan of 50/50 for employees.

- 26.02 The Employer will be responsible for the fees related to letters of conduct required by the Employer after being hired.

ARTICLE 27 SUCCESSOR RIGHTS

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

ARTICLE 28 AMENDMENT TO AGREEMENT

- 28.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at anytime during the existence of this Agreement.

## ARTICLE 29 DURATION

29.01 This Agreement shall be effective on the 1<sup>st</sup> day of September 2023 and shall remain in full force and effect up to and including the 31<sup>st</sup> day of August 2026 and from year-to-year thereafter, unless either party gives written notice to re-negotiate the Agreement no less than sixty (60) days prior to the expiry date.

This initial agreement expires in 2027 and will be followed by a four (4) year agreement.

29.02 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new Collective Agreement.

## ARTICLE 30 NO STRIKE/LOCKOUT

30.01 The Employer agrees that there shall be no lockout during the term of this Agreement. Where it is alleged that this provision has been violated, the Union may file a grievance at Step 3 of Article 8.02.

30.02 The Union agrees that, during the term of this Agreement, there shall be no strikes, suspensions or slow down of work, picketing of the premises by members of the Union or any other activity that may interfere with the Employer's business. The Employer may file a grievance starting at Step 3 of Article 8.02 hereof if it believes that this provision has been breached.

30.03 A violation of Article 30.02 may constitute cause for discipline, which discipline may be the subject of a grievance filed at Step 2 of Article 8.02 hereof.

SCHEDULE "A" – CLASSIFICATIONS AND SALARIES

Salary Implementation Formula

September 1, 2023            Implement step chart as per below  
September 1, 2024            1.5%  
September 1, 2025            2.0 %  
September 1, 2026            2.0%

Each step is 1950 hours worked (one (1) working year equivalent).

Effective September 1, 2023, the salary will be calculated using the following formula in each classification.

Service accrued since date of hire to be used to determine step progression.

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
PCA	16.37	17.04	17.71	18.37
UCP	18.37	19.04	19.71	20.37
Cook	18.37	19.04	19.71	20.37
Dietary Aide	15.37	16.04	16.71	17.37
Housekeeping/Laundry	15.37	16.04	16.71	17.37
Recreation Co-ordinator	18.90	19.57	20.24	20.90
Recreation Aide	16.37	17.04	17.71	18.37

Effective September 1, 2024:

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
PCA	16.62	17.30	17.98	18.65
UCP	18.65	19.33	20.01	20.68
Cook	18.65	19.33	20.01	20.68
Dietary Aide	15.60	16.28	16.96	17.63
Housekeeping/Laundry	15.60	16.28	16.96	17.63
Recreation Co-ordinator	19.18	19.86	20.54	21.21
Recreation Aide	16.62	17.30	17.98	18.65

Effective September 1, 2025:

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
PCA	16.95	17.64	18.34	19.02
UCP	19.02	19.71	20.41	21.09
Cook	19.02	19.71	20.41	21.09
Dietary Aide	15.91	16.61	17.30	17.98
Housekeeping/Laundry	15.91	16.61	17.30	17.98
Recreation Co-ordinator	19.57	20.26	20.95	21.64
Recreation Aide	16.95	17.64	18.34	19.02

Effective September 1, 2026:

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
PCA	17.29	17.99	18.70	19.40
UCP	19.40	20.11	20.81	21.51
Cook	19.40	20.11	20.81	21.51
Dietary Aide	16.23	16.94	17.65	18.34
Housekeeping/Laundry	16.23	16.94	17.65	18.34
Recreation Co-ordinator	19.96	20.67	21.37	22.07
Recreation Aide	17.29	17.99	18.70	19.40

SIGNED this 13 day of September, 2023.

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

**ON BEHALF OF BISHOPS GARDENS SENIORS LIVING:**

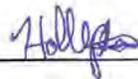
  
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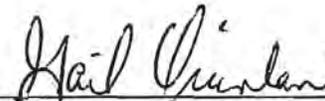
Mike Powell, President & Director  
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WITNESS

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

  
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Deanne Kerr  
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WITNESS