



**COLLECTIVE AGREEMENT**

**BETWEEN**

**BURIN/MARYSTOWN COMMUNITY TRAINING  
AND EMPLOYMENT BOARD**

**and**

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

**Expiry Date: March 31, 2024**

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This Agreement made this 20<sup>th</sup> day of March, 2024.

BETWEEN:

**BURIN/MARYSTOWN COMMUNITY TRAINING & EMPLOYMENT BOARD**  
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:

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

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

1:03 Plural Terms May Apply

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

ARTICLE 2 NO DISCRIMINATION

2:01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of 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 The Employer and the Union recognize the right of all employees to work in an environment free from 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 behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purposes of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is compromised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

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 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Board under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement. Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement between the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 5 UNION SECURITY

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

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

5:03 Acquaint New Employees

Upon employment, an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment;

and where copies of the Collective Agreement have been provided to the Employer by the Union, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will be introduced to them in writing as soon as possible.

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

5:06 Interviewing Opportunity

A representative of the Union shall be given an opportunity, upon written notice, to interview each new employee with their 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.

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, "Work Facilitator", and a wage rate.
  - (c) "Day" means an 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 Board of Directors of the Burin-Marystown Community Training and Employment Board.
  - (f) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
  - (g) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
  - (h) "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 Clause 16:01 (a). Subject to Clause 15:01 (a), permanent employees who have a reduction in hours of work shall have access to the layoff provisions of Clause 16:01 (a). This does not permit the permanent employee to bump a partial position to "top up" their hours.
  - (i) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
  - (j) "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 of forty (40) hours on a weekly basis shall be considered overtime.

- (k) "Part-time employee" means a person who is regularly scheduled to work less than a full number of working hours in each work week.
- (l) "Permanent employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination.
- (m) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (n) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
- (o) "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.
- (p) "Year" means the fiscal year (April 1 to March 31), related to Government funding, unless otherwise provided.
- (q) "Scheduled" means in writing and posted by mail to each employee of the Employer who is affected by the posted schedule.
- (r) "Week" means the period from 0001 hours Sunday to 2400 hours the following Saturday, inclusive.
- (s) "Vacancy" means any position within the Bargaining Unit the Employer requires to be filled either permanent, part-time or of a temporary nature.
- (t) "Probationary Period" means a period of sixty (60) working days during which the Employer in its discretion may lay off or dismiss a probationary employee without it being made a subject of a grievance or arbitration process.
- (u) "Secondary Employer" shall refer to the person(s), agency(s), corporation(s), company(s) with whom the person with a disability is employed and who set the terms and conditions of the employment



for the person with a disability (which the Employer under this Agreement has agreed to provide).

- (v) "Premises" shall refer to the premises of the Burin Marystown Community Training and Employment Board, (245 Ville Marie Drive).
- (w) "Person(s) with a disability" shall refer to the persons who have been accepted to receive support as clients of the Employer.
- (x) "Family or advocate" shall refer to the family or advocate of a person with a disability that may assist the employees and the Employer from time to time in decisions affecting the person with a disability.
- (y) "Union" refers to the Newfoundland and Labrador Association of Public and Private Employees.

## ARTICLE 7 RECOGNITION

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

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

### 7:03 No Other Agreements

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

### 7:04 (a) Shop Stewards

In the interest of maintaining a harmonious relationship between the Employer, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards and the Local President. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned management meetings when required, it is hoped that Shop Stewards will encourage and protect a proper

Employer/employee relationship. Prompt investigation by the Stewards is not to take place on the premises of the Secondary Employers.

(b) Shop Steward

The Employer acknowledges the right of the Union to appoint or elect two (2) Shop Stewards.

(c) Name of Shop Steward

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

7:05 (a) 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 (Ville Marie Drive). The use of such a bulletin board facility shall be restricted to the business affairs of the Union.

(b) To promote harmonious relations, the Employer, where possible, shall permit the Union to enclose Union notices related to the operations of the Local in each employee's pay cheque envelope.

(c) Union Access

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

7:06 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not do any of the work performed by employees within 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 contribution of each;
- (b) the employee's full name and classification and Social Insurance Number;
- (c) changes from previous list, e.g. additions, deletions, employee status, layoffs, resignations, promotions outside the Bargaining Unit, etc.

8:02 The Employer agrees that when issuing T-4 slips the amount of membership dues and Local fees paid by an employee to the Union during the current year will be recorded on their T-4 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 their 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 Grievance Procedures 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 Supervisor 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 ten (10) calendar days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned, together with their Shop Steward, may within ten (10) calendar days following receipt of the grievance, submit their grievance in writing to the employee's Supervisor and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Supervisor's decision shall be given to the Shop Steward in writing within ten (10) calendar 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. Time limits can be extended if there is mutual agreement between the Union and the Employer. Such requests will not be unreasonably denied.

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 29:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

10:10 Technical Objections to Grievance

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 Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

10:12 Failure to Settle Grievance

(a) Where the grievance procedure has failed to settle the grievance and the grievance has been referred to arbitration and when the parties mutually agree, the grievance may be submitted to the grievance mediation process of the Department of Labour.

(b) Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

ARTICLE 11 ARBITRATION

11:01 Notification of Arbitration

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. The request shall include a suggested name to act as sole Arbitrator in the dispute.

11:02 Failure to Agree

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

11:03 Arbitration

The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their deliberations, the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. They 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 they deem 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 they shall do within ten (10) days.

11:06 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

11:07 Amending of Time Limits

Time limits can be extended if there is mutual agreement between the Union and the Employer. Such requests will not be unreasonably denied.

11:08 Witnesses

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

11:09 Conflict of Interest

No person

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

ARTICLE 12 LABOUR MANAGEMENT COMMITTEE

12:01 Establish Labour Management/Occupational Health & Safety Committee

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

12:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;

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

12:03 Meetings of Committee

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

12:04 Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson 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 and Vice 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, Employers 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 PROMOTION, DISCHARGE, SUSPENSION, DISCIPLINE

- 13:01 (a) An employee will be considered on probation and will not be subject to the seniority provisions of the Agreement, nor shall their name be placed on the seniority list until after such time as they have



completed sixty (60) days work with the Employer. It is expressly understood, however, that upon mutual agreement between both parties, the time limit may be extended. The termination of a probationary employee for reasons of unsuitability or incompetence as assessed by the Employer, is not subject to the Grievance or Arbitration Procedure.

13:02

(a) Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within ten (10) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The employee's written reply to such dissatisfaction shall become part of their 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.

(b) Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any future infraction of if such employee fails to bring their work up to required standard by a given date, the Employer shall within ten (10) working days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed, such written censure shall not become part of their record for use against them at any time.

(c) Discipline

(i) 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. If this procedure is not followed, such discipline shall be null and void.

(ii) If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels

the employee should be removed from their place of employment, it shall be with pay.

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

13:03 Unjust Suspensions or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated to the former position held without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period prior to such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13:04 Personal Files

- (a) There shall be one official personal file, the location of which shall be designated by the Employer. An employee shall at any reasonable time, be allowed to inspect their personal file and may be accompanied by a representative of the Union if they so desire.
- (b) A copy of any document placed on 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 eighteen (18) months from the date it is placed in the employee's file provided that there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such documents is removed.

ARTICLE 14 SENIORITY

- 14:01 Subject to Clause 14:04, seniority is defined as the length of service with the Employer excluding overtime. 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, ability, experience, training and the perceived ability to

relate to a person with a disability to perform the required work. Determination of qualifications shall be made by the Employer, under the advice of the person with a disability, the Secondary Employer and the family or advocate. Determination of qualifications shall not be made in a manner that is arbitrary, discriminatory or in bad faith.

14:02 Seniority Lists

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which each employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Union and posted for each employee in January of each year at the Employer's premises. Employees have (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 their seniority in the event that:

- (a) they are discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing;
- (c) they are absent from work without the approval of the Supervisor or without giving notice or without sufficient cause;
- (d) they fail to return to work immediately following a layoff and after being notified in writing delivered by courier or by hand to do so except when such failure is caused by sickness verified by a Doctor's certificate or for other just cause. It shall be the responsibility of the employee to keep the Supervisor informed, in writing, of their current address. An employee who is recalled for casual work or employment at a time when they have employment which will continue for a greater duration than the recall period shall not lose recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall,

the employee shall notify the Supervisor within twenty-four (24) hours of delivery whether or not they will return to work;

- (e) they are laid off or on leave without pay for a period longer than eighteen (18) months;
- (f) employees shall have the right to refuse recall without loss of seniority to a work site that is more than thirty-two (32) kilometres from their home.

14:05 Transfers and Seniority Outside Bargaining Unit

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

14:06 In the event that an employee affected by layoff is not the less senior employee, the employee(s) will maintain their position on the seniority roster while the junior employee continues to work.

ARTICLE 15 PROMOTION AND STAFF CHANGES

- 15:01
- (a) 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, ability, experience, training and the perceived ability to relate to a person with a disability to perform the required work. Determination of qualifications shall be made by the Employer, under the advice of the person with a disability, the Secondary Employer and the family or advocate. Determination of qualifications shall not be made in a manner that is arbitrary, discriminatory or in bad faith.
  - (b) When a vacancy occurs either inside or outside the Bargaining Unit, the Employer shall post a notice of the position by mail in to each employee where the position is of duration of not less than twelve (12) weeks. Advance notice of hiring shall be one (1) week unless the position must be filled on a more immediate basis. Copies of all postings are to be supplied concurrently to the Local President.

15:02 Information on Postings

For the vacancies or new positions inside the Bargaining Unit, such notices shall contain the following information: title of position, qualifications, wages or salary rate and whether shift work could be involved. Qualifications to be established by the Employer pursuant to Clause 15:01 (a).

15:03 Procedure for Filling Vacancies

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, when a vacancy occurs in an established position within the Bargaining Unit, or when a new position is created within the Bargaining Unit, employees who apply for the position shall be given preference on a seniority basis in accordance with Clause 15:01 (a). No position will be filled from outside the Bargaining Unit until the applications of present employees have been fully processed. If the position is not filled within the Bargaining Unit, the Employer may advertise to fill the position from outside the Bargaining Unit.

15:04 Notification of Successful Applicant

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

15:05 Disability Provisions

An employee who has become incapacitated by injury or illness, subject to the provision of medical documentation satisfactory to the Employer, will be employed in other work which they can do providing a suitable position is available.

15:06 Permanent Employees in Temporary Positions

A permanent employee who applies for and is accepted for a temporary position shall revert back to their former position upon completion of their temporary work provided the position still exists.

ARTICLE 16 LAYOFF AND RECALL

16:01 (a) Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff or a reduction in hours of work, employees shall have the right to bump a less senior employee in accordance with Clause 15:01 (a). An employee who is given notice of layoff or whose hours are reduced can either accept layoff, displace a less senior employee or be placed on the recall list in accordance to their seniority.

(b) Reduction in Hours of Work Due to Independence of Person with Disability

Subject to this Clause, the Employer agrees that it will not contract out "Work Facilitator" support services that would otherwise continue to be provided by "Work Facilitators" 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 "Work Facilitator" 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. A permanent employee who has their hours of work reduced due to the increased independence of the person with the disability shall be permitted to bump in accordance with Clause 16:01 (a), or, if possible, may be given the opportunity to increase their hours of work by working with another person(s) with a disability.

(c) Reduction in Hours of Work due to loss of client

A full time employee who has their hours of work reduced due to loss of client and does not have the seniority to bump another full time employee will be offered as an alternative to layoff the option to bump a junior recall employee who is filling a placement which is known to be four (4) weeks or more in duration or exceeds four (4) weeks in duration.

16:02 Recall Procedure

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

16:03 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 (a).

16:04 (a) Notice of Layoff

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

- (i) 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.
- (ii) three (3) weeks, if the employee has been continuously employed by the Employer for a period of two (2) years or more.

(b) Employees who have a reduction in their hours of work shall have access to the lay off provisions of clause 16:01.

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.

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 employee is not required to support the person with a disability, however, every reasonable effort will be made to give two (2) 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.

17:05 Meal Periods

Meal periods may vary depending on the circumstances around the Secondary Employer, the person with a disability and other factors.

ARTICLE 18 OVERTIME

18:01 Approval of Overtime

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

18:02 Normal Overtime Rate

- (a) The normal overtime rate shall be either pay or time off at the rate of time and one-half (1½).
- (b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Supervisor. The employee's decision to receive time off must be conveyed to the Supervisor within thirty-six (36) hours of the conclusion of the overtime.

18:03 No Layoff to Compensate for Overtime

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

18:04 Overtime on an Employee's Day Off

An employee who works on their day off shall be paid for all hours worked providing that the employee has worked in excess of forty (40) hours for the week at the rate of time and one-half (1 ½).



18:05 Calculating of Overtime Rates

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

18:06 Callback

A full time employee who is called back to work outside their 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) Commonwealth Day
- (f) Discovery Day
- (g) Canada 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 Supervisor, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the Employer.
- \*(o) Should any new holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees.

19:02 Compensating 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.

19:05 Compensation for Work on Paid Holidays

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

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

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 ten (10) years	15
From ten (10) to twenty-five (25) years	20
In excess of twenty-five (25) years	25

- (b) The following provisions respecting annual leave shall apply:
- (i) No annual leave may be taken by an employee until they have 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, they may anticipate annual leave to the end of the period of their 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, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have 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 this Clause on a pro-rata basis.
- (c) Employees will be required to sign a note promising 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.

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

20:03 Employees shall have the right to refuse to work during periods of annual leave. In the event an employee agrees to work during periods of annual leave, they shall receive pay at the rate of time and one-half (1 1/2).

20:04 Annual Leave Carryover

Where possible, an employee may carry forward to another year any proportion of annual leave not taken by them in previous years until, by so doing, they have accumulated a maximum of:

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

20:05

- (a) An employee who becomes ill while on annual leave may change the status of their 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 their absence (which shall be stated on the certificate) they were unable to perform their 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, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
- (c) Employees, who because of being on Worker's Compensation, shall not lose any portion of annual leave.

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) Notwithstanding clause 21.02(a), an employee hired after date of signing is eligible to accumulate sick leave at the rate of one (1) day for each month of service.

(c) The maximum number of days of 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.

(d) Notwithstanding clause 21.02(c), the maximum sick leave which may be awarded to an employee hired after date of signing during any consecutive twenty (20) year period, shall not exceed two hundred and forty (240) days.

(e) An employee may anticipate sick leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.

(f) An employee must contact the employer directly in the event they will be absent from work. Third party individuals will not be accepted to contact employer unless employee is hospitalized.

21:03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave from 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 they have submitted in respect thereof a medical

certificate satisfactory to the Employer.

21:05 Sick Leave Records

An employee will be provided their sick leave record at the beginning of each fiscal year. Employees are also encouraged to maintain their own sick leave records.

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 their regular rate without deduction from sick leave.

21:07 Sick Leave During Special Leave Without Pay

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

21:08 Sick Leave Credits for Part-time 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 their 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 them in accordance with this Agreement, they may elect, if they are still unfit to return to duty, to proceed on annual leave including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer. Employees shall be permitted to continue to accumulate seniority for periods of leave under this Clause, except for any period they would otherwise have been laid off.

ARTICLE 22 LEAVE OF ABSENCE

22:01 Representatives of the Union not to exceed two (2) employees shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or take part in negotiation 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 the Supervisor. Wherever and whenever possible, these procedures take place outside of work hours.

22:03 Leave of Absence

The Employer may, in its discretion, grant a leave of absence with or without pay to any permanent employee who has been employed for two (2) years or greater, for personal reasons provided that the employee has no current or accumulated annual leave available to them. Such requests for leave of absence shall be in writing and submitted to the Employer. Employees shall be permitted to accumulate seniority for periods of leave under this Clause, except for any periods they would otherwise have been laid off.

22:04 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 ten (10) working days per year of this Agreement;
- (b) the Union gives ten (10) calendar days notice of such leave to the Employer. Such leave shall not be unreasonably denied.

22:05 Leave for Full Time Representative

An employee who is selected or elected for a full time position with the Union or anybody with which the Union is affiliated shall be granted 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 their term of office.

22:06 Bereavement Leave

- (a) \*(i) In the case of the death of an employee's parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law or near relative living in the household, three (3) consecutive days; and
  - \*(ii) in the case of their brother-in-law, sister-in-law, one (1) day.
- (b) If the death of a relative referred to in Clause 22:06 (a)(i) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (c) In cases where extraordinary circumstances prevail, the Employer may, at its discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 22:06 (a) and (b).
- (d) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

22:07 \*Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article. Employees are required to provide as much notice as possible prior to the commencement of the maternity/adoption/parental leave.
- (b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (c) An employee may return to duty after giving their Employer two (2) weeks' notice of their intention to do so.
- (d) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.



- (e) Periods of leave up to seventy-eight (78) weeks shall count for paid leave, step progression and seniority. The Employer and the employee will also pay the group insurance premiums for up to seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- (f) An employee may be awarded paid leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (g) While on maternity/adoption/parental leave, the employees may request copies of job postings be forwarded to them.
- (h) An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified employees in their work area are available.
- (i) Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of seventy-eight (78) weeks.

22:08

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 they 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 their pay and benefits from the Employer.

22:09

Education Leave

- (a) The Employer, in its discretion, may grant a leave of absence with or without pay to any employee for education purposes. Requests for leave of absence shall be in writing and submitted to the Employer. Any employee shall not be required to use their accumulated annual leave before requesting a leave of absence for education purposes.
- (b) An employee who is upgrading their 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.

22:10 General Leave

With the approval of the Employer, an employee may be granted a leave of absence in exceptional circumstances without pay and without loss of seniority, provided that the employee has no current or accumulated annual leave available to them. Employees shall be permitted to accumulate seniority for periods of leave under this Clause, except for any periods they would otherwise have been laid off.

22:11 Family Leave

- (a) 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, 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.
- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as reasonable possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, have endeavored to a reasonable extent to schedule such events during off duty hours.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries bi-weekly. 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 their wages, overtime and other payroll deductions. Employees shall be paid within five (5) working days of the end of the pay period.

23:02 Vacation Pay

An employee who is authorized by the Employer to proceed on annual leave for a period of not less than two (2) consecutive weeks, shall upon request, be issued advance payment of the regular pay cheque they would normally receive during such period of leave. The request for this advance payment must be received by the employer at least two (2) 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 a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that they fill the position for a period of at least one (1) day.

ARTICLE 24 PERSONAL LOSS

24:01 Subject to Clause 24:02 and 24:03 where an employee, in the performance of their duty, suffers any personal loss and where such loss was not due to the employee's negligence, the employer shall compensate the employee for any loss suffered to a maximum of three hundred dollars (\$300) subject to the provision of a replacement item receipt.

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 their possession during the normal performance of their 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 term 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 their earned current and accrued annual leave (no annual leave shall take place during this period unless mutually agreed) not taken by them prior to the date of termination of their service, provided however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 27 PENSION PLAN

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

ARTICLE 28 EFFECT OF LEGISLATION

28:01 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 re-open the pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

ARTICLE 29 AMENDMENT BY MUTUAL CONSENT

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

ARTICLE 30 TRAVEL ON EMPLOYER'S BUSINESS

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

\* Fifty-two dollars and forty-four cents (\$52.44) per day:

Breakfast - nine dollars and sixty cents	(\$9.60)
Lunch - sixteen dollars and eighty cents	(\$16.80)
Dinner – twenty-six dollars and four cents	(\$26.04)

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

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

30:03 Receipts are required for claims submitted in accordance with this Clause.

30:04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

30:05 Employees who voluntarily accompany a person with a disability to functions, i.e. socials, conventions, etc., outside of the scheduled working hours shall not be considered to be on Employer's business.

\*30.06 Kilometre Rate

Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed at the applicable kilometre rate as set ad adjusted by the Government of Newfoundland and Labrador. Nothing in this clause shall be interpreted to mean that an employee has to provide a vehicle as a condition of employment.

ARTICLE 31 JOB CLASSIFICATION

31:01 Within the Bargaining Unit there shall be one (1) classification - Work Facilitator.

Any job classifications which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitration Board in accordance with the provisions of Article 8 of this Agreement.

31:02 Job Descriptions

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

31:03 (a) Work Within the Classification

No employee shall be required to perform duties outside of their classification.

(b) Work of 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, which would include performing duties of supportive employment during periods of paid leave approved for the Client.

\*ARTICLE 32 DURATION

32.01 Period of Agreement

Except as otherwise provided in specific clauses, this Agreement shall be effective from date of signing and remain in full force and effect until March 31, 2024. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the Agreement not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

32.02 Change in Agreement

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

32.03 Notice of Changes

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

32.04 Agreement to Remain in Effect

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

32.05 Notwithstanding, the no strike and no lockout provisions of the Agreement, not to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of the Agreement. Failing agreement, the parties may exercise the right to strike or lockout. Negotiations are to be conducted in accordance with the Labour Relations Act.

ARTICLE 33 OCCUPATIONAL HEALTH AND SAFETY

33:01 The Employer agrees to co-operate fully with employees in the establishment and operation of an Occupational Health and Safety Committee. The Committee will address all requirements for the Occupational and Safety Act and deal with employee's concerns regarding possible dangerous or unsanitary working conditions. It shall be the exclusive role of the Employer to raise concerns to Secondary Employers.

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

ARTICLE 34 CONTRACTING OUT

34:01 Subject to Clause 16:01 (b), the Employer agrees that it will not contract out "Work Facilitator" support services that would otherwise continue to be provided by "Work Facilitators" of the Employer.

ARTICLE 35 ADVERSE WEATHER CONDITIONS

35:01 The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate Provincial or Municipal authority:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee, through no fault of their own, is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up in any way for the time lost due to not reporting for work.
- (c) An employee who worked during the emergency will be paid at a rate of time and one-half (1 1/2) for all hours worked.
- (d) When, due to adverse weather, if the client does not report for work, the "Work Facilitator" shall not be required to report to work in accordance with Article 36:03.



ARTICLE 36 EMPLOYEE BENEFITS

36:01 Group Life and Extended Health Benefits

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

36:02 Workers' Compensation Pay Supplement

- (a) All employees shall be covered by the Workers' Compensation Act.
- (b) An employee who is unable to perform their duties because of a personal injury received in the performance of their duties shall be placed on Workplace Health, Safety and Compensation benefits in accordance to the Workplace Health, Safety and Compensation Act, once the claim has been accepted. If the claim is subsequently denied by the Workplace Health, Safety and Compensation Commission, the employee may access other available benefits including sick leave and annual leave, if available.
- (c) Employees who are in receipt of Workplace Health, Safety and Compensation benefits shall continue to accrue seniority and all benefits of this agreement except for any period when they would normally be laid off.

36:03 Maintenance of Employment

- (a) Temporary Shutdowns
  - (i) 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 due to temporary shutdown of the Secondary Employer. Up to fifteen (15) days per year in the aggregate per employee will be permitted.

There will be no deduction from these days where the above situations occurs and the employee is required to perform other alternate duties.

During periods of temporary shutdown, employees who are unable to be placed in other employment, must be available for recall. Employees who are recalled and are not available shall not be permitted to utilize the provisions of this Clause for the days recalled for which they were unavailable.

Further, these days shall not be used as part of the notice period for layoff.

- (ii) For the purposes of this Article, "Temporary Shutdown" shall be defined as any shutdown by the Employer that is unscheduled, or related to shutdown due to emergencies, or related to shutdown due to bad weather, and is not determined in advance by the operations of the Secondary Employer.
- (iii) Notwithstanding Clause 36:03 (a) (ii), temporary shutdowns by the school cafeterias due to scheduled inservice days will be considered a temporary shutdown under this Article.

(b) Employment Loss Due to Unavailability of Client

Employees will not have any days deducted under this Clause if the person with the disability received wages from the Secondary Employer for the periods of work missed, but will continue in the employment situation with the Secondary Employer in the absence of the Client.

The employee will not have days deducted under this Clause if they are required to work with another client who is in receipt of wages from a Secondary Employer.

**\*SCHEDULE "A"**

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

**SALARY IMPLEMENTATION FORMULA**

Effective April 1, 2022	0%
Effective April 1, 2023	0%

**Recognition Bonus**

Effective date of signing, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000.00 pro rated based on regular full-time hours for working during the period of April 1, 2023 – March 31, 2024.

**STEP PROGRESSION**

1. New employees shall advance one (1) step annually on the salary scale effective when twelve (12) months of service is accumulated and thereafter from year to year until the top step 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 rated basis, i.e. when these employees work an equivalent twelve (12) months of service.

**SALARY SCALE**

<u>Effective</u>	<u>Percentage</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
April 1, 2023	0%	\$13.83	\$14.41	\$14.98
April 1, 2024	0%	\$13.83	\$14.41	\$14.98

**To be adjusted to match Minimum Wage**

**MEMORANDUM OF UNDERSTANDING**

**RE. HOURS OF WORK**

Within a six (6) month period of the signing date of this Agreement, the Employer will advise the Union in writing of the process that will be used to evaluate any possible reductions in support to a client due to increased independence of the client to perform the required duties of the Employer. The Employer agrees to meet within three (3) months of the receipt of this procedure with members of the bargaining unit to discuss any issues of concern in the evaluation process.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of Burin/Marystown Community Training and Employment Board:

Ronny Avey

Charley Heltott

March 20<sup>th</sup>, 2024  
Date

March 20, 2024  
Date

**MEMORANDUM OF UNDERSTANDING  
RE PENSION PLAN**

The Employer agrees that, where a permanent full time employee wishes to join the Public Service Pension Plan, such request will be pursued by the Employer.

Signed on behalf of Newfoundland and  
Labrador Association of Public and Private  
Employees:

Signed on behalf of Burin/Marystown  
Community Training and Employment  
Board:

Randy Owens

Charles Helliott

March 20, 2024  
Date

March 20, 2024  
Date

**MEMORANDUM OF UNDERSTANDING  
RE BARGAINING UNIT CERTIFICATION**

The parties agree to submit a joint request, within sixty (60) days of a new Collective Agreement, to the Labour Relations Board requesting a consensual order moving the Burin/Marystown Community Training and Employment Board from the *Public Service (Collective Bargaining) Act* to the *Labour Relations Act*.

Signed on behalf of Newfoundland and  
Labrador Association of Public and Private  
Employees:

Randy Avery

march 20, 2024  
Date

Signed on behalf of Burin/Marystown  
Community Training and Employment  
Board:

Charles Hollett

march 20, 2024  
Date



## **NEW LETTER OF UNDERSTANDING**

### **Statutory Holiday Replacement**

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in clause 14.01 of the collective agreement. The Employer will endeavor to accommodate such requests and such requests shall not be unreasonably denied.

For the purposes of this letter, cultural or religious significance shall be defined as: A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.

The employee shall inform the Employer of their choice(s), in writing, prior to November 15<sup>th</sup> in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance will be used in its place, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15<sup>th</sup> in the calendar year before the new designations take effect, the employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15<sup>th</sup> in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not unreasonably be denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replaced are now applied:

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.
- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).

- (c) Where the Employer does not provide service on a day described under (b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the Employer is unable to provide meaningful work on that day, the employee may access paid leave, banked overtime, or other paid banks to cover the missed day of work.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Randy Auey

march 20, 2024  
Date

Signed on behalf of Burin/Marystown Community Training and Employment Board:

Charles Halliwell

march 20, 2024  
Date

## **NEW LETTER OF UNDERSTANDING**

### **Public Health Emergency**

The Employer recognizes that public health emergencies may have an impact on overall Employer's operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

#### **1) Self-Isolation**

Employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a maximum of seventy-five (75) hours per year. Employees who work less than full time hours will receive the benefit on a pro-rata basis.

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

#### **2) Use of Paid Leave**

Employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their paid leave entitlement until they return to work. Functional abilities information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of paid leave and attendance support planning may still be required.

#### **3) Re-Deployment**

The Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

Signed on behalf of Newfoundland and Labrador Association of Public and Private Employees:

Signed on behalf of Burin/Marystown Community Training and Employment Board:

Randy Aueuf

Charles Hallett

march 20, 2024  
Date

MARCH 20, 2024  
Date

## NEW LETTER OF UNDERSTANDING

### Family Violence Leave

An employee shall be grant leave with pay, not exceeding three (3) days in the aggregate in a calendar year for the purposes outlined in the Labour Standards Act, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) A person who is or has been a family member.
- (ii) A person who is or has been in an intimate relationship or who is living or has lived with the employee.
- (iii) A person who is the parent of a child with the employee; or,
- (iv) A person who is or has been a care giver to the employee.

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

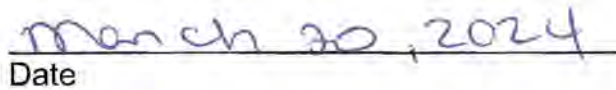
An employee who wishes to take leave of absence, as outlined above, may be required to provide the Employer with reasonable verification of the necessity of the leave.

Signed on behalf of Newfoundland and  
Labrador Association of Public and Private  
Employees:

Signed on behalf of Burin/Marystown  
Community Training and Employment  
Board:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
Date

  
Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 20<sup>th</sup> day of March, 2024.

SIGNED ON BEHALF OF THE BURIN/MARYSTOWN COMMUNITY TRAINING AND EMPLOYMENT BOARD in the presence of the witness hereto subscribing:

Charles Hollett  
Regina Dwyer  
\_\_\_\_\_  
\_\_\_\_\_

Robert W. Achamer  
WITNESS

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES in the presence of the witness hereto subscribing:

James G. Gault  
Ronny Owens  
\_\_\_\_\_  
\_\_\_\_\_

Donna Puccio  
WITNESS