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COLLECTIVE AGREEMENT

between

KARWOOD RETIREMENT RETREAT LIMITED

and

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

Expiry: December 31, 2026

THIS AGREEMENT made this 10th day of January, Anno Domini, Two Thousand and Twenty Four

BETWEEN:

KARWOOD RETIREMENT RETREAT LIMITED

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PURPOSE

1:01 The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment. All parties will endeavour to work collaboratively to ensure the best possible care for the residents of the facility.

ARTICLE 2 RECOGNITION

2:01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Karwood Retirement Retreat Limited as listed in Schedule "A" of this Agreement.

2:02 Inclusions/Exclusions

- (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 Other Agreements

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

2:05 Gender and Singular and Plural

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.

- * The Union and the Employer agree to incorporate gender neutrality throughout this Agreement.

2:06 Conflict with Policy

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 the 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, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all rights, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

- 4:01 (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 their position other than (i) holiday; (ii) leave of absence.
- (d) "Day" means a calendar day unless otherwise stipulated in this Agreement.
- (e) "Demotion" means an action which causes the movement of an employee from their 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 Karwood Retirement Retreat Limited and includes any person authorized by the Owner/Operators to act on its behalf.

- (h) "Grievance" means a complaint, in writing, arising out of the interpretation, application, administration or alleged violation 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 the 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, or courier, or delivered via electronic mail with delivery confirmation.
- (m) "Part-time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (n) "Permanent employee" means a person who has completed their probationary period and is employed on a full-time or part-time basis without reference to any specific date of termination of service.
- (o) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (p) "Promotion" means an action which causes the movement of an employee from their classification to a classification with a higher pay rate.
- (q) "Schedule" means in writing and posted in an accessible place to all employees.
- (r) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period.
- (s) "Temporary employee" means a person who is called to meet the short term requirements of the Employer or to perform services where the regular incumbent of a bargaining unit classification is temporarily unable to do so.
- (t) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

- * (u) "Vacancy" means an opening in any Bargaining Unit position that the Employer requires to be filled, which is expected to be for twelve (12) weeks duration or where a vacancy exceeds twelve (12) weeks.
- (v) "Week" means a period of seven (7) consecutive days beginning at 0630 hours Monday morning and ending at 0629 hours on the following Monday.
- (w) "Year" means the calendar year.

ARTICLE 5 UNION SECURITY

5:01 Deduction of Union Dues

The Employer shall, as a condition of employment, deduct from the bi-weekly pay of every member of the bargaining unit an amount equal to the regular bi-weekly membership dues of the Union.

5.02 Notification of Union Dues

The amount of the regular dues shall be authorized by the Union and the Union shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change.

5:03 Remittance of Union Dues

Deductions shall be forwarded to the President of the Union by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The cheque shall be accompanied by a list which shows the employee's full name, Social Insurance Number, classification and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5:04 T-4 Slips

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 their T-4 Statement.

5:05 New Employees

- (a) All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hire.
- (b) A representative of 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.

5:06 Bulletin Boards

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 and physical disability or marital status, or otherwise by any grounds prohibited under the *Human Rights Code of Newfoundland and Labrador*. It is further agreed that the Employer will not discriminate against any employee's membership or activity in the Union.

ARTICLE 7 SEXUAL AND PERSONAL HARASSMENT

7:01 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

The Employer agrees that it will take appropriate steps to deal with an employee who is alleged to have made a false accusation of harassment or abuse against another employee (including non-bargaining unit employees). The Union agrees that it will give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

7:02 * Definition of Sexual Harassment

Sexual harassment is comprised 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 (1) time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
- suggestive remarks or other sexually aggressive remarks
- leering (suggestive staring) at a person's body
- demand for sexual favours
- compromising invitations
- physical assaults

7:03 * Definition of Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee

Personal harassment occurs when an individual uses their authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation, unfair, or demeaning treatment of a person or group of persons that is known or ought reasonably to be known to be unwelcome and unwanted.

The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

Personal harassment of a bargaining unit member shall be investigated.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Shop Stewards

- (a) The Employer acknowledges the right of the Union to appoint or elect two (2) Shop Stewards. The Union shall notify the Employer, in writing, of the names of the Shop Stewards before the Employer shall be required to recognize him/her.
- (b) Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer.
- (c) It is agreed that Shop Stewards will not absent themselves from their work for the purpose of handling grievances without first obtaining permission of the Employer or their representative and permission shall not be unreasonably denied.

8:02 Settling of Grievances

An earnest effort shall be made by the Employer and employee to settle complaints/grievances fairly and promptly. Should the employee consider the complaint justified the complaint will move to step one of the grievance procedure.

Step 1

The grievor shall, within ten (10) days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward, who shall submit the grievance to the Manager in writing within that time period. The manager shall respond within ten (10) days of receiving the grievance.

Step 2

Should the decision rendered at Step 1 be unsatisfactory or should no decision be rendered, the grievance shall be presented to the Owner/Operator or designate within ten (10) days after the receipt of the decision in Step 1. A meeting will be arranged between the parties and failing settlement between the Owner/Operator or designate, the grievance will proceed to Step 3.

Step 3

* Failing settlement at Step 2, either party may refer the dispute to arbitration within fifteen (15) working days of the Employer's decision at Step 2. Prior to proceeding to arbitration, the parties may mutually agree to seek a resolution through the mediation process.

8:03 Union Representation

The employee may be represented by a full-time representative of the Union at any formal step of the Grievance Procedure.

8:04 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

8:05 Time Limits

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

8:06 Technical Objections to Grievances

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

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) working days of the response in Step 2 of the grievance procedure.

9:02 If the parties cannot agree on an acceptable Arbitrator, either party may request the Minister of Labour to appoint an Arbitrator.

9:03 The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator 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 Arbitration 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 they deem 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 FILE

10:01 (a) Probationary Period

The probationary period shall be four hundred and eighty (480) working 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.

10:02 Right to Be Represented

Where an employee is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, or to discuss a matter for which some level of written discipline is being considered, the Employer shall advise the employee that they have a right to be accompanied by a Shop Steward and/or full time Union representative. Where possible, the employee will be informed of the nature of the meeting and be given as much advance notice as possible. It is the responsibility of the employee to inform their Shop Steward and/or full time Union representative.

10:03 Notification

The Employer has the right to discipline and discharge Employees for just cause. Where the Employer is considering taking any form of disciplinary action against an Employee, the Employer shall conduct its investigation in an expeditious manner. The Employer shall notify the Employee, in writing, of any disciplinary action or dissatisfaction concerning an employee's work performance within ten (10) days of the occurrence or discovery of the matter. The Union and Employer may agree in writing to an extension of this time period. If such procedure is not followed, then such action shall be null and void.

10:04 Unjust Suspension or Discharge

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

10:05 Personnel File

- (a) There shall be one (1) official recognized personnel file which shall be maintained by the Employer. An employee shall, after making an appointment, 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 personnel file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.
- (c) In the event that an employee is disciplined, the records of such action shall be removed from the personnel file of the employee eighteen (18) 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.

10:06 Access to the Grievance Procedure

Subject to Clause 10.01 (b), all dismissals, suspensions, and other disciplinary action shall be subject to the Grievance Procedure.

10:07 Justice and Dignity

Where an employee is suspended as part of an ongoing investigation conducted by the Employer, the employee shall be compensated for time lost to a maximum of three (3) shifts. The Employer shall take all reasonable efforts to conclude the investigation within a one (1) week period.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

11:01 * It is agreed that a Committee comprised of two (2) Union representatives and two (2) Employer representatives will meet as the need arises, but in any event no greater than once per quarter unless mutually agreed otherwise, to discuss the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service;
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

This Committee shall be set up within sixty (60) days of the signing of this Agreement.

11:02 These meetings shall not supersede the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

ARTICLE 12 SENIORITY

12:01 Seniority Defined

- * (a) Subject to 12:03, seniority for all employees shall be based on their last date of hire.
- * (b) Where two (2) or more employees started work the same day, seniority will be determined based on the hours worked. Further to this clause, employees with the same accumulation of hours from the date of hire, their ranking shall be determined by a draw supervised by a manager and a member from the local executive.

12:02 Seniority List

- * 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 and July of each year. The seniority list for all employees shall show, subject to 12:03, date of hire and classification for each employee.

12:03 Loss of Seniority

An employee shall lose all seniority and service, and be considered terminated, if they:

- (a) are discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- * (b) resigns in writing and do not withdraw their letter of resignation within seven (7) calendar days of its submission, or, verbally resigns and do not withdraw their verbal resignation within 7 calendar days. An employee will be provided with one opportunity to withdraw their resignation;
- (c) is absent from work in excess of three (3) working days and has not notified the Employer;
- (d) fails to return to work from layoff within seven (7) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer;
- (e) is laid off in excess of twelve (12) months.
- (f) is off work due to illness in excess of twenty-four (24) months with no expected date of return.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES13:01 Job Postings

- * (a) 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 seven (7) calendar days. The Employer retains the right to fill any position immediately in an emergency until the vacancy is filled as per this Article.
- (b) Copies of all postings shall be supplied concurrently to the President of Local 7025.
- (c) Information on Postings
 - (i) Job postings shall contain: (1) job title; (2) qualifications; (3) wage or salary rate or range.

(ii) Qualifications for a position shall not be established in an arbitrary or discriminatory manner.

(d) Employer to post the successful applicant.

13:02 Procedure for Filling Vacancies

No position shall be filled from outside the Bargaining Unit until applications of present employees have been fully processed.

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 available position.

13:04 Trial Period

The successful applicant shall be placed on trial for a period of three hundred and twenty-five (325) working hours. If the employee proves unsatisfactory or the employee is not satisfied in the position, they shall be returned to their former position and wages. Any other employees impacted by the rearrangement of positions shall also be returned to their former position and wages. An unsatisfied employee reverting to their position under this article is not permitted to apply for another vacancy in the same classification for a period of three (3) months unless otherwise mutually agreed by the employer and employee. 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 in their classification. An employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff or to displace the most junior employee in a classification provided that they are qualified to perform such work required.

(b) Recall

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

(c) Notice

All employees who are to be laid off shall receive two (2) weeks' written notice of layoff with the exception of employees who are impacted by Article 13.04. 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 they would have earned during the notice period.

(d) Employee Information

It is the employee's responsibility to keep the Employer informed of their current address and telephone number.

13:06 Record of Employment

Employees shall be provided with a record of employment (ROE) as per Service Canada Guidelines or if requested by the employee.

13:07 Upon termination, employees shall be paid out the balance of any banked vacation and/or overtime on their next scheduled pay period.

ARTICLE 14 HOURS OF WORK14:01 (a) (i) Full-Time Employees

Subject to 15:01 (a), the normal bi-weekly hours shall range from seventy (70) hours to eighty-four (84) hours bi-weekly, inclusive of meal breaks.

(ii) The hours set forth in this agreement do not constitute a guarantee of hours of work per day or per week. As per Article 3 of this agreement it is the exclusive right of management to alter or change the hours of work as it deems necessary and establish schedules which most efficiently meet the needs of its residents.

(b) Part-time/Temporary Employees

Part-time employees shall not be scheduled for less than three (3) hours in any shift.

14:02 Working Schedule

* (a) The start day of a six (6) week schedule is on a Monday. The Employer shall post a six (6) week schedule for each employee,

showing the shifts and days off work, by the Friday prior to the Monday start of the schedule.

- (b) The Employer will make every reasonable effort to avoid split shifts.

(c) Change of Shift

Upon request by an employee, employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the immediate supervisor, and the shift change occurs within the same pay period. Such a change will not be subject to overtime.

- (d) Employees shall be scheduled with two (2) consecutive days off, except where mutually agreed.

(e) Weekend Assignments

The Employer will endeavour to schedule every second weekend off. Employees shall receive a minimum of every third weekend off, unless mutually agreed.

- (f) All employees who are required to work night shifts shall be paid for all hours where the Employer requires employees to remain in the facility. This shall be inclusive of all meal periods.

14:03

Rest Periods

(a) Four Hour Shifts

An employee shall be permitted a rest period of fifteen (15) consecutive minutes.

*

(b) Six Hour Shifts

An employee shall be permitted a one paid rest period of fifteen (15) consecutive minutes.

*

(c) Eight to Twelve Hour Shifts

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.

14.04 Meal Periods* (a) Six Hour Shift

An employee working approximately six (6) hours shall be permitted one consecutive thirty (30) minute unpaid meal period.

(b) Eight Hour Shift

An employee working approximately eight (8) hours shall be permitted one consecutive thirty (30) minute unpaid meal period.

(c) Twelve Hour Shift

An employee working approximately twelve (12) hours shall be permitted one consecutive sixty (60) minute unpaid meal period.

14:05 Employees shall not be scheduled or required to accept a shift of less than three (3) hours with the exception of staff meetings, attendance at investigations and training, unless otherwise mutually agreed between the employee and the Employer.

14:06 Rest Between Shifts

The Employer shall provide eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period.

ARTICLE 15 OVERTIME

- 15:01 * (a) All time worked by an employee in excess of forty (40) hours per week, any hours beyond a scheduled shift, excess of twelve (12) hours in a twenty-four (24) period, or called back to work on a scheduled day off providing you worked your scheduled shifts (paid leave is considered time worked) shall be considered overtime. The current practice of employees working regularly scheduled hours in excess of forty (40) hours per week, shall be paid overtime as per employment standards.
- (b) All overtime is subject to the prior approval of the Employer and shall be calculated in fifteen (15) minute units.

15:02 Overtime Rate

All overtime hours worked shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay with the exception stipulated in Article 15.01 (a).

15:03 Distribution of Overtime

(a) Subject to Clause 15.03 (b) and 15.04, overtime shall be shared as equally as possible among employees who are qualified to perform such work.

* (b) The Employer shall develop and maintain listings of employees from each department who wish to be considered for overtime. Only the employees on these listings will be contacted for available overtime hours. Subject to 15:04, an employee may request to have their name either added or removed from the list at any time; this request shall not be unreasonably denied.

Employees who request to have their name on the list but who fail to answer or respond to the employer, on at least three (3) occasions, shall have their name removed from the list for a period of three (3) months.

15:04 Optional Overtime

Overtime is optional and voluntary except in emergency circumstances.

15:05 Double Shift

No employee shall be required to work a double shift without their consent unless in the case of an emergency.

15:06 Meal Allowance

In situations where an employee's scheduled shift is extended more than three (3) hours past the end of their shift, the employee shall be granted a meal from the Employer's Dietary Department.

ARTICLE 16 PAYMENT OF WAGES AND ALLOWANCES

16:01 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.

16:02 * Payment of wages shall be via direct deposit on Thursday, bi-weekly. Each employee shall receive an electronic copy of their pay stub which shall show all payroll deductions. This shall be at no cost to the employee. Employees unable to access electronic pay stubs may receive a paper copy upon request.

16:03 Overtime pay shall be included in the regular pay cheques for the pay period in which the overtime was earned.

ARTICLE 17 HOLIDAYS17:01 (a) Paid Holidays

The following paid holidays shall be provided:

- (i) New Year's Day
- (ii) Good Friday
- *(iii) Victoria Day
- (iv) Memorial Day
- (v) Labour Day
- (vi) Thanksgiving Day
- (vii) Armistice Day
- (viii) Christmas Day

(b) Where an employee works on a paid holiday identified in Clause 17.01 (a), they are entitled to receive wages at twice their regular rate for the hours worked on the holiday.

* (c) An employee who does not work on a paid holiday identified in Clause 17:01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the scheduled shift prior to and after the paid holiday shall receive a prorated days' pay based on the average hours worked per day in the past two (2) pay periods immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past two (2) pay periods (28 days) by twenty (20). Paid time off shall be used to calculate the above formula.

(d) If an employee works less hours on the paid holiday than they would normally work, the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular days pay as calculated in 17:01 (c).

17:02 Christmas and New Year's

(a) The Employer agrees that an employee who works on Christmas Day shall not be required to work on New Year's Day, and an employee required to work on New Year's Day shall not be required to work on Christmas Day unless otherwise mutually agreed between the employee and the Employer.

(b) The Employer agrees that employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Year's of one year shall have New Year's off the following year unless mutually agreed between the employee and Employer.

ARTICLE 18 VACATION LEAVE

18:01 Vacation Rates

An employee shall be entitled to vacation pay as follows:

- * (a) Employees with less than five (5) calendar years of service at a rate of four percent (4%) of all regular hours paid.
- * (b) After the completion of five (5) calendar years of service but less than ten (10) calendar years of service, six percent (6%) of all regular hours paid.
- * (c) After the completion of ten (10) calendar years of service, eight percent (8%) of all regular hours paid.

18:02 Vacation Pay

- (a) The vacation year is from January 1st to December 31st.

- (b) Vacation and Vacation Leave

By March 15th and/or September 15th of each year, each employee, who has completed their probationary period, shall elect, in writing, to receive either vacation pay each pay day on their regular pay or elect to receive vacation leave with pay. Those employees who elect to receive vacation leave, they will have their leave calculated based on a percentage (as per Article 18.01) of all hours paid. New employees shall make the election, upon completion of their probationary period, for the year in which they were hired. Once the election is made by the employee, it cannot be changed until the next March 15th or September 15th; if no selection is made, employees shall receive vacation leave. Probationary employees shall be paid their vacation pay each pay day.

- (c) Banked vacation pay will be paid at the commencement of the employee's scheduled vacation leave. Any vacation pay that is not paid out during the vacation year in which it is earned may be carried forward to a maximum of one (1) year's entitlement. Any vacation pay entitlement that cannot be carried forward will be paid out at the end of the vacation year.

- 18:03 (a) Subject to Clause 18.02, the Employer will make all reasonable efforts to grant employees two (2) consecutive weeks off each calendar year for the purpose of vacation. Each employee shall submit their vacation for the upcoming year on March 15th. Vacation schedules shall be posted by May 1st of each year and

shall not be changed unless mutually agreed upon by the employee and the Employer.

- (b) It is understood that when an Employee requests and is granted vacation in blocks of less than two (2) consecutive weeks these vacation days will be deducted from the Employee's entitlement.
- (c) Employees, in consultation with their Supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority, thereafter, the rotation will proceed without regard to seniority.
- * (d) Request for vacation leave of short duration shall be accommodated whenever possible.

ARTICLE 19 SICK LEAVE

*19:01 Entitlement

Employees shall be entitled to paid sick leave at a rate of one point five percent (1.5%) of their wages paid, after the completion of one year of service to a maximum of thirty-one (31) hours entitlement.

19:02 Unpaid Sick Leave

Employees who have exhausted their paid sick leave benefits as per Article 19:01 shall be entitled to unpaid sick leave with appropriate medical documentation.

19:03 Notification

- * (a) The employee shall inform their immediate supervisor of their inability to report to work because of illness or injury. Employees on night shift must notify the employer four (4) hours prior to shift start and employees on days must notify the employer four (4) hours, where possible, prior to shift start.
- (b) The employee shall inform her immediate supervisor in advance of the date of their return to work. Failure to do so may result in the employee being sent home without pay.
- * (c) In order to receive paid sick leave for all sick leave absences affecting work on three (3) consecutive days, employees may be required to provide a medical certificate from a health care provider. The medical certificate must be satisfactory to the employer. In

cases of suspected abuse shown by a pattern of sickness, the employer reserves the right to request a medical certificate for any period of illness.

19:04 Injury on Duty

In accordance with the Workplace Health, Safety and Compensation Act and Regulations, 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 work day at their regular hourly rate.

ARTICLE 20 GENERAL LEAVE

20:01 Union Leave

- * (a) Leave without pay and without loss of benefits shall be provided based on operational requirements for three (3) employees who are members of the Union's Negotiating Team. The Employer will continue the employee's pay and the Union will reimburse the Employer's costs upon receipt of billing.
- (b) Union Officers shall be granted leave of absence without loss of benefits to attend Union functions, provided they obtain permission from the Employer. The Employer will continue the employee's pay and the Union will reimburse the Employer's cost upon receipt of billing.

20:02 Bereavement Leave

- (a) (i) All employees employed for thirty (30) days or more shall be entitled to three (3) consecutive days of bereavement with pay for an immediate family member.
- * (ii) Definition of Immediate Family

Immediate family is defined as the employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandparent, grandchild, stepfather, stepmother, stepchild and fetus who is lost due to a miscarriage in the second or third trimester or infant who is lost due to a stillbirth.
- (b) An employee shall be entitled to three (3) consecutive days of bereavement; one (1) day with pay and two (2) days without pay for the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

(c) Leave to Attend Funeral

Employees are entitled to one (1) day bereavement leave without pay to attend the funeral of an employee's aunt, uncle, niece or nephew.

(d) Definition of Common-Law Spouse

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

20:03 Family Leave

An employee who has been employed for a continuous period of thirty (30) days is entitled to three (3) days of unpaid family responsibility leave in a year. An employee must provide a written statement outlining the nature of the family leave.

*20:04 Maternity Leave and Parental 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 either be fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The Employee shall give at least two (2) 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, subject to the availability of work.
- (g) Subject to Clause 19.01, an Employee who, before commencing maternity leave, becomes ill as a result of or relating to their pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- (h) While on maternity or parental leave, Employees shall not earn any benefits of this Agreement except seniority and will be given credit for service while on leave.
- (i) An Employee on maternity or parental leave shall be notified and considered for any vacancies for which they could apply in accordance with the provisions of Article 13. If the Employee is successful, their trial period shall start upon their return to work.
- (h) While on maternity or parental leave, Employees shall not earn any benefits of this Agreement except seniority and will be given credit for service while on leave.

*20.05

Adoption Leave

- (a) In accordance with the *Labour Standards Act*, an Employee who legally adopts a child shall be granted, upon application, adoption leave without pay for a maximum of seventeen (17) calendar weeks. Adoption leave may be taken in conjunction with unpaid parental leave (61 weeks), for a combined maximum of seventy-eight (78) calendar weeks. Where possible, the Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin and shall provide proof of adoption.

- (b) The Employee shall give at least two (2) weeks' notice of their intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the Employee shall resume their former duties at their former classification, subject to the availability of work, with no loss of seniority.
- (d) While on adoption leave, Employees shall not earn any benefits of this Agreement except seniority and will be given credit for service while on leave.
- (e) An Employee on adoption leave shall be notified and considered for any vacancies for which they could apply in accordance with the provisions of Article 13. If the Employee is successful, their trial period shall start upon their return to work.

20.06 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulative 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. The employee will present proof of such attendance.

20:07 Special Unpaid Leave

An employee who has completed five (5) years' service shall be granted unpaid leave to a maximum of six (6) months, subject to the operational requirements of the Employer's operations. Failure to return to work from leave will result in termination of employment, except when such failure is caused by sickness verified by a doctor, or for another reason acceptable to the Employer.

*20.08 Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) 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 21 HEALTH AND SAFETY

- 21:01
- (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 a minimum acceptable standard 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 cost related to First Aid Programs and/or Training Programs attended by an employee, that is required by the Employer, and upon completion of one (1) year of service. The employee shall not suffer any loss of wages or benefits to attend these programs.
 - (e) Employees who are required to do training that is previously scheduled on their time off, shall be paid at the straight time rate for all hours in attendance.

*21.02 Incapacitated Worker Provision

An employee who is confirmed as being incapacitated by illness or injury such that they cannot perform the duties of their classification and who is not receiving full benefits from WorkplaceNL:

- (i) Will displace the most junior employee in another classification provided that they are qualified and able to perform the work required and provided that the employee being displaced is less senior.

- (ii) Casual employees shall not displace employees in full-time position.

ARTICLE 22 UNIFORMS AND PROTECTIVE CLOTHING

22:01 * (a) Uniform Allowance

Where the employer requires a uniform to be worn, the Employer will provide an allowance upon the presentation of a receipt to the value of the receipt, up to a maximum of one hundred dollars (\$100), per year, and after completion of six (6) months of service.

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

ARTICLE 23 LIABILITY PROTECTION

23:01 Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 24 JOB DESCRIPTIONS

24:01 The Employer agrees to provide job descriptions for noted classifications in Schedule "A", sixty (60) days after the signing of this Collective Agreement.

ARTICLE 25 SUCCESSOR RIGHTS

25:01 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 26 CONTRACTING OUT

26:01 No employee will be laid off as a direct result of work being contracted out by the Employer.

ARTICLE 27 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

27.01 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:

- An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked.

ARTICLE 28 DURATION

*28:01 Duration

Except as otherwise provided, this Agreement shall be effective from the date of signing and shall remain in full force and effect until December 31, 2026.

28:02 Amendments

Any provision of this Agreement, other than the duration of Agreement, maybe amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

SCHEDULE "A" - CLASSIFICATIONS AND WAGES

Cook
 Dining Room Attendant
 Resident Care Attendant
 Maintenance
 Recreation Worker
 Housekeeper

	Jan 1. 2024	April 1, 2024	Jan 1. 2025	Jan 1. 2026
Cook	\$17.74		\$18.27	\$18.63
Dining Room Attendant	\$16.00		\$16.48	\$16.81
Resident Care Attendant	\$17.05	\$18.00	\$18.00	\$18.00
Maintenance	\$16.26		\$16.75	\$17.08
Recreation Worker	\$17.05	\$18.00	\$18.00	\$18.00
Housekeeper	\$16.00		\$16.48	\$16.81

It is understood by Karwood Retirement Retreat and NAPE, that if government should increase future rates to any classifications, prior to the expiration of the Collective Agreement, these rates will be passed on to the employees accordingly.

*Signing Bonus

All permanent full-time employees active on payroll at the date of ratification shall receive a four hundred dollars (\$400) signing bonus, permanent part-time and casual employees shall receive a two hundred dollars (\$200) signing bonus.

An additional bonus of five hundred dollars (\$500) will be provided to the following classifications, providing they have greater than four (4) months of service, at date of ratification.

- Cook
- Dining Room Attendant
- Maintenance
- Housekeeping

As per letter from government, dated September 27, 2023:

"In recognition of recruitment and retention challenges facing personal care homes, the wage rate used in the funding model was increased. Personal care homes are required to compensate staff providing direct care at a wage rate of \$17.05 per hour, and this wage rate must be paid out retroactive to April 1, 2023".

*LETTER OF UNDERSTANDING (NEW)

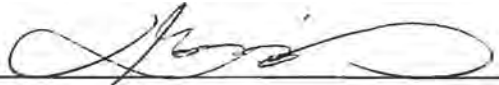
GROUP BENEFITS PLAN

The Employer and Union agree to participate, as needed, in the review/study to determine the feasibility/viability of introducing a Group Insurance Benefits Program.

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

Signed on behalf of Karwood Retirement Retreat Limited:





January 10, 2024
Date

January 16th / 2024
Date

SIGNED this 10th day of January, 2024

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

SIGNED ON BEHALF OF KARWOOD RETIREMENT RETREAT LIMITED:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
WITNESS

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

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
WITNESS